



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFO NUMBER
707C0020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

*709043957 01 304-292-1307
 L H JONES EQUIP CO
 1825 EARL CORE ROAD
 MORGANTOWN WV 26505

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/30/2007	NET 30 DAYS	BEST WAY	DESTINATION	No CHARGE
BID OPENING DATE:	05/23/2007		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		060-74	See Page 9	See Page 9
GENUINE OEM REPLACEMENT PARTS FOR SWENSON SPREADERS						
OPEN END CONTRACT						
TO PROVIDE GENUINE OEM MANUFACTURERS REPACEMENT PARTS AND COMPONENTS OR EQUAL FOR SWENSON SPREADERS AND SWENSON TAILGATE CHEMICAL SPREADERS WHICH MAY BE REQUIRED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS.						
THIS CONTRACT EXCLUDES THE PURCHASE OF WHOLE UNIT COMPONENTS WHICH MAY BE LISTED WITHIN THE MANUFACTURERS PRICE LIST						
SEE ATTACHED						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

RECEIVED
 2007 MAY 22 P 12:12
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 292 1307	5/21/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	55-0551865	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR</p>						

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<p>DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>LH Jones Equipment Co.</u></p> <p>DATE: <u>5/21/07</u></p> <p>SIGNED: <u>[Signature]</u></p>						

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				TITLE: <i>VE</i>		
* CHECK ANY COMBINATION OF PREFERENCE IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)				CONSIDERATION(S)		
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				707C0020		
BID OPENING DATE AND TIME						

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This contract provides for the updating of the manufacturers price lists only, and the percent of discount remains constant throughout the life of contract. If the manufacturer changes parts numbers, add new parts, makes price changes, such changes may be obtained by submitting copies of the manufacturers changes of the published price list to all agencies listed on page 4.

Any late changes from the indicated delivery schedule without prior approval by the Division of Highways may be cause for cancellation

ORDERING INFORMATION: 1) Purchasing card acceptance; The State of West Virginia currently utilizes a Visa Purchasing Card program which is issued through a local bank. The successful Vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by any State Agency for orders that are less than \$2500 00 as a condition of award.

ORDERS LESS THAN \$100.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATE PROCUREMENT METHODS.

METHOD OF PAYMENT: 1) For a WVDOT Purchasing Card Purchase vendor must provide a credit receipt, sales receipt, or cash register receipt. Vendor is not to charge until items are shipped. 2) For a SCO, WV-39 purchahse vendor must provide an original invoice and 3 copies, not bill for an item which was back ordered. list parts on invoices at the cost from price book, discounts are to be taken per line item, provide the WV Division of Highways with a contact person for all billing problems.

DELIVERY: Delivery shall be made to the WVDOT/DIVISION OF HIGHWAYS locations as shown on page 4.

ALL SHIPMENTS ARE TO BE FOB DESTINATION.

FREIGHT CHARGE WILL ONLY BE ALLOWED FOR 24 HR. SERVICE.

Delivery is an integral part of this contract and failure to comply will be cause to initiate a D.O T Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts, supplies, etc.

All warranty claims that require field service shall be done by the vendor at no cost to the WV Division of Highways

The vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the WV Division of Highways.

Material Safety Data Sheet: In addition to meeting current Federal & State laws and requirements concerning Hazardous Chemicals, vendor shall forward with shipment a proper and current Material Safety Date Sheet (MSDS) to the Equipment Division in Buckhannon. Furthermore, vendor shall furnish the State and/or its agencies additional MSDS as requested. By offering and signing a bid response the vendor agrees to these conditions

The vendor will furnish the State of West Virginia with current price lists and supplement sheets as published by each manufacturer as listed above, manuals and catalogs as may be required. The Department of Highways cannot process invoices for payment until the most current price list is received. Also the State Auditors Office will not approve any invoices for payment without the most current price list. **ALL DETAILS PERTAINING TO THE PRICE LISTS AND SUPPLEMENTS WILL BE HANDLED BY THE PROCURMENT OFFICE OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, CHARLESTON, WV.** The Division of highways reserves the right to revise this section of the contract pertaining the district listing should the amount of the districts increase. The afore mentioned price lists should be forward directly to the addresses listed below:

Vendor should provide a copy of manufacturers current price list with bid.

In the event of a tie, normal discount shall have precedence over 24 hrs. Service in evaluation process.

Bidder to complete: Mfg Name SWENSON SPREADER

Date of Price List APRIL 16, 2007

Contract prices based upon current manufacturers published fleet prices less applicable discount:

DISCOUNT LIST PRICE +40%

DISCOUNT FOR 24 HOUR SERVICE LIST PRICE +40% + NET COST OF 24 HOUR FREIGHT

Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. Orders should be delivered in a MAXIMUM OF THREE (3) WORKING DAYS OR THE WVDIVISION OF HIGHWAYS PARTS EXPEDITOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THE APPROVAL OF THE EQUIPMENT DIVISION DIRECTOR OR THE DISTRICT EQUIPMENT SUPERVISOR OR HIS DESIGNEE ALL OPEN MARKET PURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent. Any new parts placed on the market by the manufacturer during the contract period shall be made available to the WV Division of Highways at the Manufacturers published Fleet price less the discount listed above.

All deliveries of merchandise and/or shipping documents at each organization must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of the carton or on documents will be returned to the shipper at shipper expense.

Equipment Division

WV Division of Highways
PO Box 610
Buckhannon, WV 26201
ATTENTION: Kevin Riley (FOUR COPYS)

WVDOIT/Division of Highways
D-1
1340 Smith St.
Charleston, WV 25301
Attn: Melissa Mullens

WVDOIT/Division of Highways
D-2
Po Box 880
Huntington, WV 25712
Attn: Keith Chapman

WVDOIT/Division of Highways
D-3
626 Depot St
Parkersburg, WV 26101
Attn: Mark Kimes

WVDOIT/Division of Highways
D-4
P.O. BOX 2570
Clarksburg, WV 26301
Attn: John Bartlett

WVDOIT/Division of Highways
D-5
PO BOX 99
BURLINGTON, WV 26710
Attn: Pat Broadhurst

WVDOIT/Division of Highways
D-6
Third & Jefferson St.
Moundsville, WV 26041
Attn: Beverly Agnew

WVDOIT/Division Highways
D-7
Drawer 1228
Weston, WV 26452
Attn: Melissa Jordan

WVDOIT/Division of Highways
D-8
PO Box 1516
Elkins, WV 26241
Attn: Debbie Barnett

WVDOIT/Division of Highways
D-9
103 ½ Church Street
Lewisburg, WV 24901
Attn: Keith Brown

WVDOIT/Division of Highways
D-10
270 Hardwood Lane
Princeton, WV 24740
Attn: Tommy Camden



1825 Earl Core Road
Morgantown WV 26505
Local Phone: 304-292-1307
Toll Free: 888-292-1305
Fax: 304-292-6641
www.lhjones.com

May 21, 2007

State of West Virginia
Department of Administration
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Charleston, WV 25305-0130

To Whom It May Concern:

This letter is included as part of L. H. Jones Equipment Company's response to Request for Quotation number 707C0020. As I understand it, the Equipment Division warehouse in Buckhannon will no longer be the primary delivery point for the parts on this contract and there are some conditions that might arise of which I feel the Purchasing Division and the Division of Highways ought to be aware.

First, there are some parts on the Swenson Parts Price List that weigh over 150 pounds and cannot ship via Next Day Air services. Therefore "24 Hour Service" cannot be guaranteed for these items.

Second, you'll notice that our response includes a price that is substantially higher than in years past and I would like to take this opportunity to explain some of the factors that raise the price so significantly.

Since the parts can be ordered from the various Districts and the bulk of the orders will no longer come from the warehouse in Buckhannon. Freight costs to ship to the various districts are substantially greater than those to Buckhannon, not only in distance, but the number of orders will increase as well.

For example, in years past we've received several orders from the Buckhannon warehouse that total over \$10,000 dollars. One order, one delivery point. To get \$10,000 worth of orders without the Buckhannon warehouse bulk orders the number of orders, number of communications to complete those orders, and number of shipments will greatly increase. As those increase so do the costs associated with administering the contract.

I am truly disappointed that we have to raise our pricing. However, being asked to act as the logistics coordinator for these parts, given our margins on the parts and the increase in "ship to" and order placing locations, we have no choice but to pass along the increased operating expenses associated with the contract.

If you have any questions or require additional information please contact me at your convenience.

Regards,

A handwritten signature in black ink, appearing to read 'Len Hancock', with a large, sweeping flourish at the end.

Leonard "Len" Hancock Jr.
Vice President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: L.H. Jones Equipment Co.

Authorized Signature: [Signature] Date: 5/21/07