



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

Request for Quotation

RFQ NUMBER
707EC018

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
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/09/2007	NET 30 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	NO CHARGE

BID OPENING DATE: 02/21/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-64		
<p>2.3 CUBIC YARD ABRASIVE & CHEMICAL SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER (SELF CONTAINED) AS DESCRIBED IN THE ATTACHED PROCUREMENT SPECIFICATION 011-1-G.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM AT 10:00 AM ON 02/09/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON WEDNESDAY 01/24/2007 SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: JOHN JOHNSTON 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE PAGE 2 OF EVALUATION REPORT

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304 292 1307	DATE 2/16/07	
TITLE VP	FEIN 55-0551865	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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				<p>..... 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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>★ UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH 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</p>		

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES 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 CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <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>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</p>						

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<p>BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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</p>						



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<p>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><input checked="" type="checkbox"/> 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 WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p>						

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<p>OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE 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</p>						

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<p>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>L.H. JONES EQUIPMENT Co.</u></p> <p>DATE: <u>2/16/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>VP</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) 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)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC018</p> <p>BID OPENING DATE AND TIME:</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 292 6641</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): LEONARD HANCOCK JR.</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 707EC018 ***** TOTAL: <i>See page 2 of Evaluation Report</i></p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 011-1-G

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AMD CHEMICAL SPREADER (SELF CONTAINED)

NOTE TO BIDDER: Procurement Specification No. 011-1-G, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707EC018

Bidder's Name: L.H. Jones Equipment Co.

Address: 1825 Earl L. Core Road, Morgantown, WV 26505

Telephone Number: 304-292-1307

Years Bidder has been registered to do business with the State of West Virginia: 30 YRS.

Years Company has been an authorized dealer for proposed unit: 30 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 60 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1	Prices in quantities of	1-5	<u>6,398.00</u>	per unit
		• 6-10	<u>5,898.00</u>	per unit
		11-15	<u>6,398.00</u>	per unit
		16-20	<u>6,398.00</u>	per unit
		21 and over	<u>6,398.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

Swenson Spreader, PV-358-EST-SS-WV, 2007 Production
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? Literature depicts standard unit. Bid unit modified to fully comply with specifications.

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER=S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY:FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished to the Training Academy? YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic warranty included? YES NO

Describe:
_____ See attached warranty statement _____

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? _____ YES _____ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ _____ per mechanic hour
- B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ _____ per mechanic hour
- E. Specify period of time that prices are in effect: _____
- F. Surcharge for miscellaneous items: _____ %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: Swenson Spreader Model: PV-358-EST-SS-WV

X7.1 Are spreaders offered the heavy duty, self contained, hopper type? YES NO

X7.2 Does spreader consist of a steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit? YES NO

X7.3 Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of 20 feet? YES NO

X7.4 Body:

X7.4.1 Is the body all-welded 304 stainless steel construction? YES NO

X7.4.2 Capacity Struck: 2.3 Cubic Yards *Top extension provided, allowed per Don Weese in verbal statement in pre-bid meeting. Overall height in compliance with specification.

X7.4.3 Hopper length: 8 Feet 0 Inches

X7.4.4 Overall height: Feet 37 Inches

X7.4.5 Inside width: Feet 54 Inches

X7.4.6 Are body sides sloped at approximately 45°pitch to insure free flow of materials to the conveyor? YES NO

X7.4.7 Gauge of steel body sides and end-gates is 12 gauge 304 stainless steel and support sills constructed of 12 gauge steel and fully welded YES NO

X7.4.7.1 Body end-gates are constructed of 12 gauge 304 stainless steel.

X7.4.8 Is top of body angle formed for additional support YES NO

X7.4.9 Are cross supports provided with one (1) at balance point with "lift eye" for easy removal of unit from truck bed? YES NO

X7.4.10 Is there a protective inverted V conveyor shield made of 304 stainless steel and allows for vertical height adjustment YES NO

X7.4.11 Is all necessary hardware stainless steel YES NO

X7.5 Conveyor:

X7.5.1 Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate? YES NO

X7.5.2 Is conveyor of chain bar flight construction self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on nine inch (9") centers YES NO

Specify cross bar dimensions 1/4 inches x 1 inches

X7.5.3 Overall width of chain conveyor: 14 inches

X7.5.4 Is chain driven by approximately 6-tooth drop forged steel sprocket? YES NO

And approximately 1 1/4" alloy shaft mounted in anti-friction sealed bearings YES NO

If not, specify: _____

X7.5.5 Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup? YES NO

X7.5.6 Is material composition of adjustment mechanism rust proof? YES NO

X7.5.7 Does the reduction gear box provide a 20:1 ratio? YES NO

X7.5.8 Feedgate opening height and width: 4.5 inches high x 9 inches wide

X7.6 Distributor Spinner Assembly:

X7.6.1 Distributor disc material polyurethane Disc diameter 13 inches

X7.6.1.1 Number of fins: 4 ; constructed of polyurethane

X7.6.1.2 Are fins designed to obtain a controlled spread of material from 4 feet to 20 feet?
X YES NO

X7.6.2 Is material directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute?
X YES NO

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided?
X YES NO

X7.6.4 Is the spinner assembly manufactured from 304 stainless steel? X YES NO

X7.7 Baffles:

X7.7.1 Are baffles provided to control direction and width of spread? X YES NO

X7.7.1.1 Are there four (4) sections
X YES NO

X7.7.2 Are sections easily adjusted from the full down to the horizontal position without use of tools?
X YES NO

X7.8. Power Drive:

X7.8.1 Is auxiliary engine mounted at rear of unit to power both conveyor gear box and spinner assembly?
X YES NO

X7.8.2 Specify engine manufacturer: Briggs & Stratton

Is it air cooled four (4) cycle X YES NO

HP: 10.5 industrial/commercial type with positive gear driven internal lubrication and integral fuel pump
X YES NO

X7.8.3 Is throttle electrically controlled with "in cab" controls? X YES NO

X7.8.4 Is clutch manufacturer's heavy duty electric controlled with "in cab" controls?
X YES NO

X7.8.5 Is 12 volt electric starter-alternator with control panel for "in cab" start and stop of engine provided?
X YES NO

X7.8.6 Is engine fully enclosed and provisions made for easy access for service?
X YES NO

X7.8.7 Are manufacturers heavy duty 12 volt battery and battery case provided? X YES NO

X7.8.8 Is there an additional two (2) gallon fuel tank provided X YES NO

X7.9 Screen Over Hopper:

X7.9.1 Is flat screen with approximately 3/8 inch x 2 inch openings provided to prevent oversize material from entering hopper during loading? YES NO

X7.9.2 Are manufacturers heavy duty binders/hold-downs provided with all necessary mounting hardware for proposed model YES NO

X7.10 Describe manufacturers method of metal preparation and paint procedures:

Shot blast, chemical wash, baked on powder coat finish

X7.11 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970" and subsequent amendments? YES NO



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

Request for Quotation

RFQ NUMBER
707EC018

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED 02/13/2007	TERMS OF SALE <i>NET 30 DAYS</i>	SHIP VIA <i>Motor Freight</i>	F.O.B. <i>Buckhannon, WV</i>	FREIGHT TERMS <i>No Charge</i>
BID OPENING DATE: 02/21/2007	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	1	EA	765-64	2.3 CUBIC YARD ABRASIVE & CHEMICAL SPREADER		
				<i>See page 2 of Evaluation Report</i>		
				***** THIS IS THE END OF RFQ 707EC018 ***** TOTAL:		<i>See page 2 of evaluation Report.</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 292 1307	DATE 2/16/07
TITLE <i>[Signature]</i>	FEIN 55-0557865	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
707EC018

OPEN END CONTRACT

2 3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

CHANGES TO BIDDER'S EVALUATION REPORT:

CHANGE IN TITLE: No change required

X1 0 PURPOSE: No Change Required

X4.2.1 FROM:

Delivery date of completed representative unit: _____ calendar days after date of purchase agreement

TO:

Delivery date of complete representative unit with all associated parts: 45 calendar days after date of purchase agreement

X4.2.2 No change Required:

Delivery date of balance of completed units: 60 calendar days after date of purchase agreement.

X6.3 TRAINING:

FROM (5TH SENTENCE:

Will an Operator's Manual be furnished to the Training Academy? ___ YES ___ NO

TO:

Will an Operator's Manual be furnished directly to the Training Academy prior to the delivery of the pilot? X YES ___ NO

Page 2
707EC018 Add #1

X6.5 WARRANTY AND SERVICE POLICY (3RD PART)

FROM:

Is a minimum two (2) year bumper to bumper basic warranty included? YES NO

TO:

Is a minimum two (2) year bumper to bumper parts and labor basic warranty including included? YES NO

X7.4.4 No Change Required

Overall height: _____ feet 37 inches

X7.4.7 No Change

Gauge of 304 stainless steel in sides and endgates is 12 gauge

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 8	Req. or P.O. No.: 707EC018
Spending Unit:		

Vendor.

Requisition No.: 707EC018

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc..

Addendum No.'s:

No. 1 ✓

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids..

[Signature]
Signature

L.H. Jones Equip. Co.
Company

2/16/07
Date



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

February 16, 2007

Mr. John Johnston
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Dear Mr. Johnston

This letter, included as part of L.H. Jones Equipment Company's response to RFQ# 707EC018, serves to address issues on pages one to nine of the RFQ which are at the option of the successful bidder.

First, as per Exhibit 6, page three, L.H. Jones Equipment Company hereby requests a Price Adjustment Provision as per the RFQ. As stated in the RFQ, the price adjustment provision will cover "both upward and downward movement" and any adjustments will be "based on the 'pass through' increase or decrease of raw materials and/or labor." Any adjustments that are submitted will be as an "actual dollar figure" as described.

Second, as per Exhibit 4, page four, L.H. Jones Equipment Company hereby declines to extend bid prices, terms, and conditions of the bid to county, school, municipal and other local government bodies. Unfortunately, the low volume purchases typically made by such agencies do not allow the manufacturer to recoup their costs associated with such purchases.

If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Regards,

A handwritten signature in black ink, appearing to read "Len Hancock Jr.", written in a cursive style.

Leonard "Len" Hancock Jr.
Vice President



Dealers have the responsibility of calling to the attention of their customers the following warranty prior to acceptance of an order from that customer for any SWENSON® product.

WARRANTY

WHAT THIS WARRANTY COVERS

Swenson Spreader LLC (hereinafter "Swenson") is committed to assuring Customer satisfaction with the Spreader (hereinafter "Product"). Swenson warrants to the original owner (hereinafter "Purchaser") of the Product to be free from defects in material and workmanship for the following term: Swenson warrants ALL PARTS AND ASSEMBLIES to be free from defects in material and workmanship for a period of two years from the date of purchase. Installation of the Product must be in accordance with Swenson's instructions. This warranty extends to the Purchaser and may not be assigned without the prior written approval of Swenson; except a distributor may assign this warranty to the first titled owner of the Product.

If a Product has a defect in material or workmanship covered by the warranty, Swenson will (at our option) either replace or repair said part. Swenson's has sole discretion as to repair of defects covered by this warranty, or replacement of the Product. Swenson's responsibilities as described herein shall not exceed the amount of the purchase of the Product.

WHAT THIS WARRANTY DOES NOT COVER

Swenson's warranty does not extend to Product which have been misused, abused, improperly installed, repaired with non-genuine Swenson parts, improperly cared for, if materials such as lava rock or cinders are used, or for which payment has not been made. The warranty is void if repairs or alterations to the Product are made by unauthorized persons, or the Product serial numbers have been altered or defaced.

All gasoline engines and hydraulic pumps are warranted by their manufacturer and not by Swenson Spreader LLC. Electrical or hydraulic components are not to be disassembled without the express written permission of Swenson Spreader LLC.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SWENSON'S MAXIMUM OBLIGATION AND LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PRESENT PURCHASE PRICE FOR THE SWENSON PRODUCT. SWENSON SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE ARISING OUT OF BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages.

Defective parts returned to Swenson Spreader LLC must be accompanied by the following information:

spreader model _____
serial number _____
date installed _____
where purchased _____

Purchaser accepts these terms and warranty limitations unless product is returned within fifteen days for full refund of purchase price.

Effective 4/15/05