

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

Request for

S H – P

T

RFQ NUMBER 707EC018

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

>EZDOE

304-346-5301 *709051756 WV TRACTOR COMPANY PO BOX 473

CHARLESTON WV 25322 DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV** 26201

304-472-1750

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CHARLESTON WV 25322

DATE PRINTED TERMS OF SALE

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

26201 304-472-1750

SHIPVIA FOB FREIGHTTERMS

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PO BOX 473

304-346-5301 COMPANY

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

FREIGHT TERMS DATE PRINTED SHIP VIA F.O.B. TERMS OF SALE 01/09/2007 **BID OPENING DATE:** BID OPENING TIME 01:30PM 02/21/2007 CAT. AMOUNT QUANTITY ITEM NUMBER UNIT PRICE UOP LINE REASON CHECKED: 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 BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THIS CERTIFICATION; OR 80% OF THE OWNERSHI THE DATE OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, INTEREST OF 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 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 HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: 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; SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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BUCKHANNON, WV
26201 304-4

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 01/09/2007 **BID OPENING DATE:** 02/21/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM:NUMBER UNIT PRICE AMOUNT 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. West Virginia Tractor Company BIDDER: --2/20/07 DATE: SIGNED: President TITLE: * 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) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE FEIN



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

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304-472-1750

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NOTE: Vendor should type the Bidder's Evaluation Report WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS EQUIPMENT DIVISION

It is not necessary to return pages 9-16 of the specifications with the bid.

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.: | 707E0 | 2018 | | | | | |
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| | Bidder's Name: | West | Vir | ginia | Tract | or Compa | any | | |
| | Address: | P.O. | Вох | 473 | Char | eston, V | √V 25322 | | |
| | Telephone Number: | 346- | 5301 | | | | | | |
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| X4.2 X4.2.1 | DELIVERY: Delivery date of comple | eted rep | resent | ative u | nit: | 45 | Calendar Day Purchase Agro | s After Date of eement | |
| X4.2.2 | Delivery date of balanc | e of cor | nplete | d units: | | 60 | _ Calendar Days | After Date of Purchase Agre | ement |

| • | | | | | , • |
|------|--|--|---|---|-----|
| X5.0 | AWARD CRITERIA; | | | | |
| X5.1 | Prices in quantities of | 1-5 6-10 11-15 16-20 21 and over | \$7,000 \$6,565 \$6,565 \$6,565 \$6,565 | per unit per unit per unit per unit per unit per unit | |
| X6.0 | SPECIFICATIONS - GENERAL | | | | |
| X6.1 | Manufacturer, model, series, and date of manufacturer, model, series, and date of manufacture. Highway Equipment Co. HI-WAY Model Is descriptive literature, fully describing proposed If not, why? | 1 P-8' 304S | s your bid?x_ | N | Ο |
| X6.2 | Will the required number of service manuals, and Division at Buckhannon upon completion of deli | | | | |
| | Will the required Equipment Preventive Mainten be provided upon inspection of the pilot unit? | ance Form (Sect | | lers Evaluation l | |

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.

| DESCRIPT | ION: | | | MAI | KE: | |
|-----------|-----------------|----------------|-------------|-------------|--|--|
| M | ODEL: | | YEAR: | PUR | CHASE AMOUNT | : |
| ENGINE: | MAKE: | | MODEL: | | _ FUEL TYPE: _ | |
| | HORSEPOWER: | | CYLINDER: _ | ENC | SINE SERIAL: | |
| | COOLING SYSTI | EM CAPACITY: _ | | | | |
| BELTS: | DESCRIPTION: | | | PART NUMI | BERS: | |
| GVW: | | | | | | REAR: |
| | FRONT MAKE & | | | | | |
| | REAR MAKE & S | | | | | |
| DIMENSIC | ONS OF UNIT: | LENGTH: | | WIDTH: | a that consequent or for the first state of the consequence of the con | LENGTH: |
| VENDOR (| CONTACT PERSO | 1 : | | | PHONE: | Maria Ma |
| PARTS: | | | | | | |
| BATTERY | MAKE | | MODEL: | | CCA: | |
| TOP OR SI | DE POST: | | DIMENSIONS | : LENGTH | WIDTH | HEIGHT |
| SPARK PL | UGS OR FUEL INJ | ECTORS MAKE: | | PART# | | |
| FUEL PUM | AP OR INJECTION | PUMP MAKE: | | MODEL: | | |
| ALTERNA | TOR MAKE: | | | PART #: | | |
| STARTER | MAKE: | | | PART #: | | |
| TURBO CI | HARGER MAKE: | | | PART #: | | |
| TRANS. M | AKE: | MODI | EL: | | _ AUTO/MANUA | L: |
| HYDRAUI | LIC PUMP MAKE: | | | MODEL: | | |
| FILTERS | MAKE | PART NO. | LUBR | LICANT | MANUFACTU | RER TYPE |
| OIL | | | ENGI | NE | | |
| | R | | | | | |
| AIR OUTE | | | DOM | ER STEERING | | |
| | MARY | | | | | |
| FIJET SEC | ONDARY | | | | | |
| COOLANT | | | | Œ FLUID | | |
| | LIC | | | 4 % T/T? | | |
| OTHER | JLV | | | | | |
| | | | | | | |

| X6.3 | TRAINING: | | | | | | | | | | | |
|--------|--|----------|--------------------|-------------|--|--|--|--|--|--|--|--|
| | Will training seminar be conducted on Preventive Maintenance, Operator | | fechanic Tra NO | ining | | | | | | | | |
| | Will you conduct training with each purchase order against this open end | | ct? YES | _NO | | | | | | | | |
| | Will training be conducted within 2 working days from the delivery of the purchase order? | | unit on the in | | | | | | | | | |
| | If NO, explain time frame | | | | | | | | | | | |
| | Will an Operator's Manual be furnished to the Training Academy? | <u> </u> | _ YES | _NO | | | | | | | | |
| X6.4 | If you are the successful vendor, will you furnish all training aids, i.e., vicconducting the training? YES NO | leos, p | rojectors, rec | quired in | | | | | | | | |
| X6.4.1 | Will all manuals, booklets, etc. explaining preventive maintenance, or schedule be delivered with each unit? If NO, explain | YES_ | procedures, NO | and service | | | | | | | | |
| 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?x_ | YES | NO | | | | | | | | | |
| | Is a minimum two (2) year bumper to bumper basic warranty included? Describe: Two years parts and labor at WVTC. | x | _YES | _NO | | | | | | | | |

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. D | | andard warranty. If not offered, so state. (Attach copy) s and labor bumper to bumper |
|----------|---|---|
| | | 5 dead idade Samper to Samper |
| | | |
| | | be performed at DOH facilities and warranty service to be performed at |
| man | • | re facility. List name and location of manufacturer's representative. |
| | in Charleston. | ranty to be performed at West Virginia Tractor |
| | III CIICII I CO COII. | |
| 3. Li | st locations for parts inv | ventories that are within the State of West Virginia. Also, list availability levels, if |
| knov | | Tractor Company in Charleston is the source for |
| | | |
| | HI-WAY parts. | |
| | uring the term of warran er will sell the parts to o | ty, list the guarantee discount to manufacturer's published list price for parts that wner. |
| A. | Terms: Net 30 | Manufacturer's published list price less:% discount |
| В. | Terms: Net 60 | Manufacturer's published list price less:% discount |
| C. | Terms: Net 90 | Manufacturer's published list price less:% discount |
| | uring the term of warran | ty, will all manufacturers or engineering improvements be submitted to Division ofxYESNO |
| 6. Dı | uring the term of warran | ty, list the guaranteed rates charged for repair to the unit. |
| A. | Shop Rate | \$ 60.00 per mechanic hour |
| В. | Travel Time Charge | \$ 60.00 per mechanic hour |
| | (Specify if one-way) | ; port to port <u>x</u> |
| C. | Mileage Charge | \$ 1.25 per vehicle mile |
| . | (Specify if one-way | ; port to port <u>x</u> |
| D. | Field Mechanic Rate | \$60.00 per mechanic hour |
| E. | Specify period of tim | e that prices are in effect: One year |
| E | Surcharge for miscell | aneous items: Holidays & overtime 1508 |

| 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? YESNO |
| 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? YESNO |
| X6.7.2 | Are all standard safety features that are required by Federal and State statutes of law included? |
| 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: Highway Equipment Co. Model: HI-WAY Model P-8' 304SS |
| X7.1 | Are spreaders offered the heavy duty, self contained, hopper type?x_YESNO |
| 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? |
| X7.3 | Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of 20 feet? YESNO |
| X7.4 | Body: |
| X7.4.1 | Is the body all-welded 304 stainless steel construction?x_YESNO |
| X7.4.2 | Capacity Struck: 2.3 Cubic Yards |
| X7.4.3 | Hopper length: 8 Feet 0 Inches |
| X7.4.4 | Overall height:0 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? x_YESNO |
|----------|--|
| X7.4.7 | Gauge of steel body sides and end-gates is 12 gauge 304 stainless steel and support sills constructed of 10 gauge steel and fully welded XYES 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 supportx_YESNO |
| 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 adjustmentx YESNO |
| X7.4.11 | Is all necessary hardware stainless steel X_YES NO |
| X7.5 C | onveyor: |
| 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?YESNO |
| 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 5"x YES NO |
| | Specify cross bar dimensions 3/16 inches x 3/4 inches |
| X7.5.3 | Overall width of chain conveyor: $12\frac{1}{2}$ inches |
| X7.5.4 | Is chain driven by approximately 6-tooth drop forged steel sprocket?x_ YES NO |
| | And approximately 1 1/4" alloy shaft mounted in anti-friction sealed bearingsx YES NO |
| | If not, specify: |
| X7.5.5 | Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup? YESNO |
| X7.5.6 | Is material composition of adjustment mechanism rust proof?x_YESx_NO |
| X7.5.7 | Rust resistant as listed in spec. Does the reduction gear box provide a 20:1 ratio? X_YESNO |
| X7.5.8 | Feedgate opening height and width: 4 inches high x 8 inches wide |
| X7.6 Di | stributor Spinner Assembly: |
| V7 6 1 | Distributor disc material Polyurethane Disc diameter 12 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? YESNO |
| X7.6.2 | Is material directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute? YESNO |
| X7.6.3 | Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided? YES NO |
| X7.6.4 | Is the spinner assembly manufactured from 304 stainless steel? YES NO |
| X7.7 Ba | affles: |
| X7.7.1 | Are baffles provided to control direction and width of spread? YESNO |
| X7.7.1.1 | Are there four (4) sections |
| X7.7.2 | Are sections easily adjusted from the full down to the horizontal position without use of tools? |
| X7.8. Po | wer Drive: |
| X7.8.1 | Is auxiliary engine mounted at rear of unit to power both conveyor gear box and spinner assembly? _xYESNO |
| X7.8.2 | Specify engine manufacturer: Briggs & Stratton |
| | Is it air cooled four (4) cycle <u>x</u> YES NO |
| | HP: industrial/commercial type with positive gear driven internal lubrication and integral fuel pump YES NO |
| X7.8.3 | Is throttle electrically controlled with "in cab" controls?NO |
| X7.8.4 | Is clutch manufacturer's heavy duty electric controlled with "in cab" controls? YESNO |
| X7.8.5 | Is 12 volt electric starter-alternator with control panel for "in cab" start and stop of engine provided? xYESNO |
| X7.8.6 | Is engine fully enclosed and provisions made for easy access for service? YESNO |
| 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 YES NO |

| A/.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 modelx_YESNO |
| X7.10 | Describe manufacturers method of metal preparation and paint procedures: |
| | All 304 stainless steel components are left unpainted. |
| | All non 304SS components are primed and then painted with |
| | a plural component urethame finish coat in HI-WAY black. |
| | Painted components are oven cured prior to complete |
| | assembly. Grease, reust and scale removed prior to process. |
| X7.11 | Does unit offered meet or exceed "Occupational Safety and Health Act of 1970" and subsequent amendments? xYESNO |

WV-96 Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>ATTORNEY FEES</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

| ACCEPTED BY: STATE OF WEST VIRGINIA | <u>VENDOR</u> |
|-------------------------------------|---------------------------|
| Spending Unit: | West Virginia Tractor Co. |
| Signed: | Signed: January |
| Title: | Title: President |
| Date: | Date: 2/20/07 |

| R | FQ | Nο | 707EC018 | |
|---|----|------|-----------|---|
| • | | INU. | 101110010 | • |

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: | West Virg | jinia Tract | tor Company | | | |
|--------------------------------|-----------|---------------|-------------|-------|---------|--|
| Authorized Signature: _ | 7 | andel | nady | Date: | 2/20/07 | |
| No Debt Affidavit (Revised 10/ | | \mathcal{O} | 0 | | | |



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

25322

Request for

RFQNUMBER 707EC018

DIVISION OF HIGHWAYS

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

*709051756 WV TRACTOR COMPANY PO BOX 473 CHARLESTON WV

304-346-5301

EQUIPMENT DIVISION T

ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750

| DATE PR 02/13 BID OPENING DAT | /2007 | TERMS OF SA Net 30 2/21/2007 | | sHI Truck | P VIA BID | EOB Buckhanno OPENING TIN | on ME 01 | FREIGHTTERMS Prepaid :30PM |
|-------------------------------------|-------------|------------------------------------|-------------|----------------|--------------|---------------------------------|---|----------------------------|
| LINE | QUANT | | CAT. NO. | ITEM | IUMBER | UNIT PRIC | | AMOUNT |
| | | | ADDEN | DUM NO. | 1 | | | |
| | CHANGES | TO THE SI | PECIFI | CATIONS | PER THE | ATTACHED. | | |
| | BID OPE | NING DATE | AND I | IME REMA | INS THE | SAME. | | |
| | NO OTHE | R CHANGES | | | | | | |
| 0001 | | EA | | 765-64 | | | | |
| | 2.3 CUB | 1 IC YARD AI | RASIV | E & CHEM | IICAL SPR | EADER | *************************************** | |
| | HI-WAY | Model P- | 304 | ss | | | | |
| | | | · | · | | | | |
| | ***** | THIS IS | THE EN | D OF RFQ | 707EC | 018 ***** | TOTAL: | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| | | | | | • | | | |
| SIGNATURE | | | SEE RE | VERSE SIDE FOR | TERMS AND CO | | DATE | |
| | γμ Pres. | IFEIN 55 | 06216 | } | | 346-5301 | 2. | -20-07 |
| | | | | U | | ADDRES | o Changes | TO BE NOTED ABOVE |

ADDENDUM #1 707EC018

OPEN END CONTRACT

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

| CHAN | IGES TO BIDDER'S EVALUATION REPORT: |
|--------|--|
| CHAN | IGE IN TITLE: No change required |
| X1.0 | PURPOSE: No Change Required |
| | FROM: Delivery date of completed representative unit: 45 calendar days after date of purchas 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 (5 TH SENTENCE: Will an Operator's Manual be furnished to the Training Academy? _x_YESNO |
| | TO: Will an Operator's Manual be furnished directly to the Training Academy prior to the delivery of the pilot? YES NO |

| Page 2 707EC | C018 Add #1 |
|-----------------|---|
| X6.5 | WARRANTY AND SERVICE POLICY (3 RD PART) FROM: Is a minimum two (2) year bumper to bumper basic warranty included?*_YESNO |
| | 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:0_ feet 37_ inches |
| X7.4.7 | No Change |
| | Gauge of 304 stainless steel in sides and endgates is gauge. |

WV-36a STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Buyer: Page Req. or P.O. No.: 707EC018

Spending Unit:

Vendor

Requisition No.: 707ECO18

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 <u>yes</u>
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.

West Virginia Tractor Company

Company

2/20/07

Date

WEST VIRGINIA TRACTOR COMPANY

707EC018 Exceptions to Specifications

- 7.5.2 The crossbars are on 5" centers in lieu of 9" centers, which EXCEEDS specifications. The crossbar dimensions are 3/16" X 3/4" in lieu of 1/4" X 1".
- 7.5.6 The composition of the adjustment mechanism is rust resistant, which meets your specifications. However, the compliance page question does not list rust resistant, just rust proof.
- 7.6.1 The polyurethane spinner is approximately 12" in diameter in lieu of the specified approximately 13".

WEST VIRGINIA TRACTOR COMPANY

COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

As required by law and West Virginia Department of Administration, Purchasing Division Legislative Rule 148 CSR 1, West Virginia Tractor Company is licensed and in good standing with any and all state and local laws and requirements, including the West Virginia Secretary of State's office, the West Virginia Tax Department, the West Virginia Insurance Commission, or any other state agencies or political subdivisions, including the West Virginia Division of Motor Vehicles as a trailer dealer (DTR-1594) and as a new vehicle dealer (D-43).

West Virginia Code 5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions, stipulates that this applies to contracts or renewal of contracts to be awarded by the state or any of its political subdivisions, which includes counties and municipalities.

West Virginia Tractor Company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin.

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LIMITED WARRANTY

BASIC WARRANTY

HIGHWAY EQUIPMENT COMPANY ("Highway") has manufactured or is distributing the equipment to which this warranty is attached, and warrants to it's original reseller including Dealers, Distributors and Original Equipment Manufacturers (hereafter called Dealer) that the equipment will, under normal conditions of use and service, be fire from material defects due to faulty manufacturing for a period of six (6) months from the date of delivery to the original user. For any equipment that does not conform to the aforesaid warranty within six (6) months from the date of delivery to the original user, your Dealer will, at its option, repair or replace parts, provided that you will pay all labor costs and costs for materials other than parts. If the equipment is defective in materials or workmanship, you must promptly notify your Dealer and return to Highway the warranty registration card (may also fax this information to 800/363-8267 or by utilizing the Internet at www.highwayequipment.com/warranty.htm and entering in the information) for such equipment before the expiration of the warranty period. If our Dealer determines that the defect is due to Highway's material or workmanship, your Dealer will, with Highway's consent, repair such defect during normal working hours, at their location, or such other location as the Dealer may designate. This warranty includes only the original equipment manufactured by Highway, and not any parts that may be added to the equipment or replaced by the dealer or user. The installation of any part that did not originate from Highway on the equipment will void this Basic Warranty in its entirety. In the event of repair or replacement, the warranty period shall not be extended beyond the original warranty period.

EXTENDED WARRANTY

In lieu of the basic warranty described above, if the warranty registration card (or warranty card information as provided above) is received at Highway within thirty (30) days after the date of delivery to the original user, Highway will warrant that the equipment will, under normal conditions of use and service, be free from material defects due to faulty manufacturing for a period of thirteen (13) months from the date of delivery to the original user. For any equipment that does not conform to the aforesaid warranty within thirteen (13) months from the date of delivery, your Dealer will, at its option, send you a new part, or give you full credit for the part, provided the replacement part is purchased through your Dealer. Labor costs for this extended warranty coverage will be paid by Highway to the Dealer at their standard shop rate, based on the amount of time Highway establishes to be the time reasonably necessary to make required repairs. If the equipment is defective in materials or workmanship, your must promptly notify your Dealer before the expiration of the warranty period. If your Dealer determines that the defect is due to Highway's material or workmanship, your Dealer will, with Highway's consent, repair such defect during normal working hours, at their location, or such other location as your Dealer may designate. In the event of repair or replacement, the warranty period shall not be extended beyond the original warranty period. If you fail to return the warranty registration card (or warranty card information as provided above) to Highway within thirty (30) days after the date of delivery, this extended warranty shall not apply, and your sole remedy for any defects in the equipment shall be under the basic warranty described above.

The above warranties do not cover:

- (1) equipment that is damaged by abuse, neglect, accident, or modification;
- (2) fluids, towing, telephone, travel and cleaning cost;
- (3) loss of use of vehicle, inconvenience, commercial loss, or consequential damages;
- (4) any product, component, or part not manufactured by Highway; or
- (5) the equipment itself if parts are installed on the equipment that did not originate from Highway.

The above warranties do not apply under the following conditions:

- (1) when equipment has been improperly used or installed, or modified, or fitted with sideboards, or fails because of defects or inefficiency of components not furnished with equipment;
- (2) when equipment is used for purposes for which it was not originally designed or intended;
- (3) when equipment is used under abnormal operating conditions; or
- (4) when the dealer or user fails to follow Highway instructions regarding the equipment, including the instruction to install only Highway-supplied parts onto the equipment.

HIGHWAY WILL BEAR NO OTHER EXPENSE, INCLUDING BUT NOT LIMITED TO LABOR AND MATERIAL COSTS (OTHER THAN THOSE SPECIFIED HEREIN) OF ANY KIND, AND YOUR EXCLUSIVE REMEDY, IN LIEU OF ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR NEGLIGENCE, IS LIMITED TO REPAIR OR REPLACEMENT AS HERETOFORE DESCRIBED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND REGARDING ANY EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO CASE SHALL HIGHWAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

Unless modified in a writing, signed by both parties, this Limited Warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Limited Warranty. No representative or agent of Highway nor any third party has authority to change or modify this warranty in any respect, nor to assume any other obligation or liability on behalf of Highway. Any action for breach of warranty must be commenced within six (6) months following the expiration of the Limited Warranty.

These warranties are extended only to the original Dealer and are not transferable. In the event of a warranty claim, you should promptly notify your Dealer, and provide the following:

- Model and serial number of the equipment;
- 2. Date of delivery to the original user;
- Part number of the defective part;
- Description of the difficulty encountered;
- Date of repair.

Highway will work with your Dealer regarding instructions for repair, replacement, or refund, if the warranty claim can be validated.

Effective with equipment delivered to original user on or after May 1, 2006.

Page 1 of 1 Form: HW Warranty 5-2006.doc



The Model P is ideal for parking lots, schools, parks, alleys and intersections. Designed for use with trucks

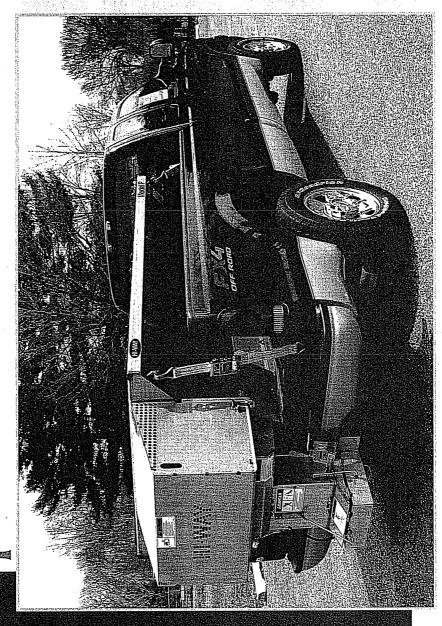
Model P standard features:

materials such as sand, salt or a mixture of both.

10.5 horsepower Briggs & Stratton

Intek™ engine.

rated at 8600 GVWR, it spreads free flowing



Self-cleaning pintle chain conveyor with 3/16" X 3/4"

chain bars positioned on 5" centers.

Heavy-duty 12-gauge body with 10-gauge

bottom assembly.

choke indicator light, conveyor start/stop switch

and engine start/stop function.

In-cab controls including electric throttle with

baffles. Two internal baffles control the placement of

material on the spinner.

Spinner has three adjustable and one fixed external

pickup box. Each strap has a load rating of 3,300 lbs.

The hopper body is primed and painted with two

finish coats of Hi-Way yellow plural-component

(4) 2" nylon ratchet hold-down straps safely secure

the spreader in place on a flatbed truck or in a

Optional Equipment:

Corrosion resistant 304 stainless steel

hopper (shown)

- 11.0 horsepower Honda engine
- Dual hydraulic drive for independent control of spinner and conveyor
- Two piece flip-up screen
- Inverted "V"
- . Two gallon fuel tank (available for Briggs &
 - Stratton engine only)
 - Polyurethane spinner

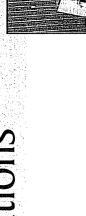
- Extended spinner for flatbed and dump body mounting
- Swing-away spinner

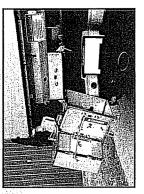
Hi-Way black urethane, oven cured and assembled.

urethane paint and then oven cured for maximum

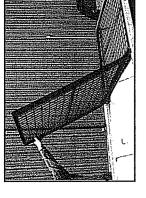
durability. All bolt-on components are painted

- - Side extensions

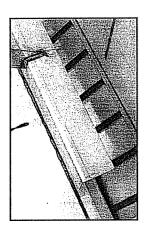




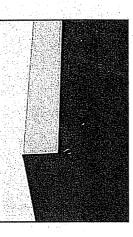
Swing-away spinner for convenient storage.



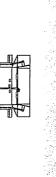
oversize material from entering hopper. Two piece flip-up screen prevents



Inverted "V" reduces conveyor load and extends conveyor life.



6" integrated side extensions for increased capacity.



HI-WAY

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| Inside Body Width (W) | 54" (137 cm) | 54" (137 cm) | 54" (137 cm) | 1 1 1 1 1 1 1 1 1 |
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| | | | | |
| Inside Body Lenath (BL) | | | 9' (2.7 m) | V 0 0 10 10 1 |

| eignt) | .2 kg) | 15 kg) | .7 kg) | 0 kg |
|---|------------------------------------|---|------------------------------------|--|
| snipping wei (Approx.) | lbs. (32 | lbs. (34 | lbs. (36 | lbs. (35 |
| |) 710 |) 760 |) 810 |) : 860 |
| Capacit | (I.2 m³ | (I.3 m³ | (I.5 m | (I.6 m³ |
| Body Height Struck Capacity Snipping Weight (H) (Approx.) | 1.5 yd³ (1.2 m³) 710 lbs. (322 kg) | 1.7 yd ³ (1.3 m ³) 760 lbs. (345 kg) | 1.9 yd² (1.5 m³) 810 lbs. (367 kg) | 139.6" (354 cm) 31.8" (81 cm) 2.1 yd³ (1.6 m³) 860 lbs. (390 kg) |
| | Œ | (E) | | cm) |
| sody Heig (H) | 31.8" (81 cm) | 31.8" (81 cm) | 31.8" (8.1 cm) | 1.8" (8.1 |
| | | | | m) 3 |
| Overall Lengtn (OL) | 103.6" (263 cm) | ี (293 ต | . (324 ต | ี (354 ต |
| Overa C | 103.6' | 115.6" (293 cm) | 127.6" (324 cm) | 139.6 |
| | | | | 4.0A |

pping Weight Approx.)

Highway Equipment Company

1330 76th Ave. SW • Cedar Rapids, IA 52404-7052

Phone: (319) 363-8281 or (800) 363-1771 Fax: (319) 632-3081 or (800) 363-8267 Online: www.highwayeouipment.com

Email: Information@highwayequipment.com

