



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
709EC001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

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

CHARLESTON WV 25322

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	FOB	FREIGHT TERMS
08/14/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: **09/03/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-66 HI-WAY Model P-8' 304SS DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER		
OPEN END CONTRACT						
TO PROVIDE 2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER (SELF CONTAINED) PER THE ATTACHED SPECIFICATIONS.						
THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 08/28/08. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.						
QUESTIONS: WRITTEN QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY, 08/22/08. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305						
QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115						
IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.						
EXHIBIT 2						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)						

RECEIVED
 08 SEP 26 AM 10:38
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael Austin</i>	TELEPHONE 346-5301	DATE 9-22-08	
TITLE President	FEIN 558621655	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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08/14/2008				

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<p>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 SERVICES 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 APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p>						

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<p>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 10</p>						
<p>709EC001</p>						
<p>REQUISITION NO.:</p>						
<p>ADDENDUM ACKNOWLEDGEMENT</p>						
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						
<p>ADDENDUM NO.'S:</p>						
<p>NO. 1 .X.....</p>						
<p> X</p>						
<p>NO. 2</p>						
<p>NO. 3 .X.....</p>						
<p>NO. 4 .X.....</p>						
<p>NO. 5</p>						

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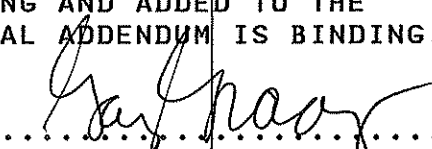
 CHARLESTON WV 25322

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE West Virginia Tractor Company COMPANY 9/22/08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">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</p>						

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CERTIFICATION; OR <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 <input type="checkbox"/> 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input checked="" type="checkbox"/> 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; OR <input type="checkbox"/> 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						

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<p>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 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>						

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RODNEY RYAN

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				West Virginia Tractor Company		
				BIDDER: -----		
				9/22/08		
				DATE: -----		
				<i>[Signature]</i>		
				SIGNED: -----		
				President		
				TITLE: -----		
<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> <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>						

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				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305		

				CONTACT PERSON (PLEASE PRINT CLEARLY): Gary Grady		

				***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:		

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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-H

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

NOTE TO BIDDER: Procurement Specification No. 011-1-H, 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 a summary of exception as a separate attachment, 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.: 709EC001

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 26 YRS.

Years Company has been an authorized dealer for proposed unit: 26 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

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

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

NOTE: Vendor should type Bidder's Evaluation Report

Bidder's Evaluation Report available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

1-10	<u>\$6,767</u>	per unit
11-20	<u>\$6,767</u>	per unit
21-50	<u>\$6,767</u>	per unit
51 and over	<u>\$6,767</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

Highway Equipment Co. HI-WAY Model P-8' 304SS 2008 and later

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

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

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 directly to Training Academy prior to the delivery of the pilot?
 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 parts and labor warranty excluding abuse and normal wear items included?
 YES NO

Describe:

Two years parts and labor at West Virginia Tractor Company

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

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

Two years parts and labor

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.

Most work under warranty to be performed at West Virginia Tractor

Company in Charleston

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

West Virginia Tractor Company in Charleston stocks and sells parts
for this product

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: <u> - </u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u> - </u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u> - </u> % discount

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

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

A.	Shop Rate	\$ <u> 75.00 </u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u> 75.00 </u> per mechanic hour <u> </u> ; port to port <u> x </u>
C.	Mileage Charge (Specify if one-way)	\$ <u> 2.00 </u> per vehicle mile <u> </u> ; port to port <u> x </u>
D.	Field Mechanic Rate	\$ <u> 75.00 </u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u> One year </u>
F.	Surcharge for miscellaneous items:	<u> 150 </u> % holidays & overtime

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: Highway Equipment Co. Model: HI-WAY Model P-8' 304SS

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

X7.4.3 Hopper length: 8 Feet 0 Inches

- X7.4.4 Overall height: 0 Feet 37 Inches
- X7.4.5 Inside width: 0 Feet 54 Inches
- X7.4.6 Are body sides sloped at approximately 45° pitch to insure free flow of materials to the conveyor?
 x YES NO
- 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 x 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 x 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?
 x YES NO
- X7.4.10 Is there a protective inverted V conveyor shield made of 304 stainless steel and allows for vertical height adjustment
 x YES NO
- X7.4.11 Is all necessary hardware stainless steel x 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?
 x 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 x YES NO
- Specify cross bar dimensions 3/16 inches x 3/4 inches
- X7.5.3 Overall width of chain conveyor: 12½ 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 bearings x YES NO
- If not, specify: _____
- X7.5.5 Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup?
 x YES NO
- X7.5.6 Is material composition of adjustment mechanism rust proof? YES NO
SEE ADDENDUM
- X7.5.7 Does the reduction gear box provide a 20:1 ratio? x YES NO
- X7.5.8 Feedgate opening height and width: 4 inches high x 8 inches wide

~~X7.6~~ Distributor Spinner Assembly:

X7.6.1 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?
x YES NO

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

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

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

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

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

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

X7.8.6 Is engine fully enclosed and provisions made for easy access for service?
 YES x 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 YES x 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:

All 304 stainless steel components are left unpainted.

All non 304SS components are primed and then painted

with a plural component urethane finish coat in HI-WAY

black. Painted components are oven cured prior to assembly.

Grease, rust and scale are removed prior to painting.

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

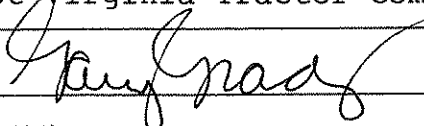
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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 is in compliance with the requirements as stated.

Vendor's Name: West Virginia Tractor Company

Authorized Signature:  Date: 9-22-08



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
 709EC001

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

VENDOR

*709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

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
08/28/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 09/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 09/03/08 AT 1:30 P.M.		
				TO: 09/10/08 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		765-66		
				DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER		
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 346-5301 DATE 9-22-08

TITLE President FEIN 550621655 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
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6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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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
09/04/2008	Net 30 Days	Truck	Buckhannon	Prepaid
BID OPENING DATE: 09/17/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/10/08 AT 1:30 P.M.						
TO: 09/17/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE 346-5301	DATE 9-22-08
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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 Purchasing Division
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DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
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 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 09/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/17/08 AT 1:30 P.M.						
TO: 09/24/08 AT 1:30 P.M.						
THE ATTACHED REVISED VENDOR PREFERENCE CERTIFICATE REPLACES THE PREVIOUS VENDOR PREFERENCE CERTIFICATE IN THE REQUEST FOR QUOTATION.						
NO OTHER CHANGES.						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 346-5301	DATE 9-22-08
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2 DELIVERY (NO CHANGE REQUIRED)

X4.2.1 Delivery date of completed representative unit: 45 calendar days after receipt of purchase agreement

X7.4.2 Delivery date of balance of completed units: 60 calendar days after receipt of purchase agreement

NO CHANGE REQUIRED

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

FROM:

X7.4.2 Capacity struck: _____ cubic yards

TO:

X7.4.2 Capacity struck: 2.3 cubic yards
(L.H. Jones side extensions YES NO)

NO CHANGE REQUIRED

X7.4.4 Overall height: 0 feet 37 inches

FROM:

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

TO:

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

FROM:

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

TO:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided
 (Middletown 24.296 inch YES NO YES NO

FROM:

X7.8.2 Specify engine manufacturer: _____
 Is it air cooled four (4) cycle YES NO
HP: _____ industrial/commercial type with positive gear driven internal lubrication and integral fuel pump YES NO

TO:

X7.8.2 Specify engine manufacturer: Briggs & Stratton

Is it air cooled four (4) cycle YES NO

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

(Have you supplied manufacturer's letter of equal emission engine YES NO)

(Middletown – external vac fuel pump with a shut off valve in place of integral fuel pump YES NO)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the 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 corporation resident vendor and 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 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**,
 Bidder is a 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; **or**,
- 2. **Application is made for 2.5% resident vendor 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; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: West Virginia Tractor Company Signed: 
Date: 9-22-08 Title: President

*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 of 5% preference for both "A" and "B".



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
 709EC001

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

VENDOR

*709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

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
09/22/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 09/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 09/24/08 AT 1:30 P.M		
				TO: 09/29/08 AT 1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	EA		765-66 HI-EAY Model P-8' 304SS DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER		

***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Garland* TELEPHONE: 346-5301 DATE: 9-25-08
 TITLE: President FEIN: 550621655 ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA TRACTOR COMPANY

709EC001 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".
- 7.6.1. 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.

LIMITED WARRANTY

BASIC WARRANTY

HIGHWAY EQUIPMENT COMPANY ("Highway") has manufactured or is distributing the equipment to which this warranty is attached, and warrants to its original reseller including Dealers, Distributors and Original Equipment Manufacturers (hereafter called Dealer) that the equipment will, under normal conditions of use and service, be free 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, you 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:

1. Model and serial number of the equipment;
2. Date of delivery to the original user;
3. Part number of the defective part;
4. Description of the difficulty encountered;
5. 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.

HI-WAY

SpecSheet

Model P



Model P standard features:

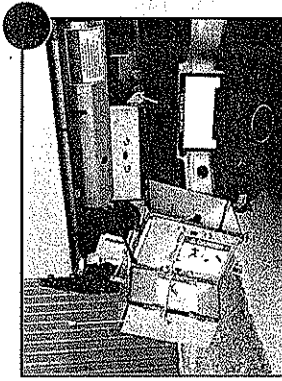
- The Model P is ideal for parking lots, schools, parks, alleys and intersections. Designed for use with trucks rated at 8600 GVWR, it spreads free flowing materials such as sand, salt or a mixture of both.
- 10.5 horsepower Briggs & Stratton Intek™ engine.
- In-cab controls including electric throttle with choke indicator light, conveyor start/stop switch and engine start/stop function.
- Heavy-duty 12-gauge body with 10-gauge bottom assembly.
- Self-cleaning pintle chain conveyor with 3/16" X 3/4" chain bars positioned on 5" centers.
- Spinner has three adjustable and one fixed external baffles. Two internal baffles control the placement of material on the spinner.
- (4) 2" nylon ratchet hold-down straps safely secure the spreader in place on a flatbed truck or in a 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 urethane paint and then oven cured for maximum durability. All bolt-on components are painted Hi-Way black urethane, oven cured and assembled.

Optional Equipment:

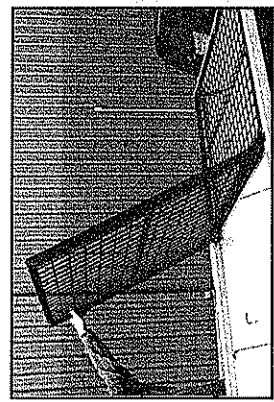
- Corrosion resistant 304 stainless steel hopper (shown)
- 11.0 horsepower Honda engine
- Dual hydraulic drive for independent control of spinner and conveyor
- Two piece flip-up screen
- Inverted "V"
- Two gallon fuel tank (available for Briggs & Stratton engine only)
- Polyurethane spinner
- Swing-away spinner
- Extended spinner for flatbed and dump body mounting
- Side extensions

Specifications

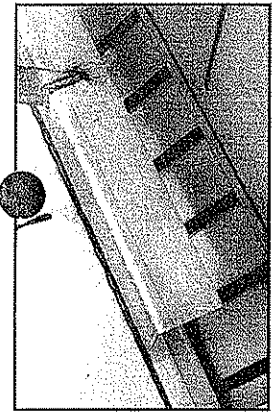
MODEL P



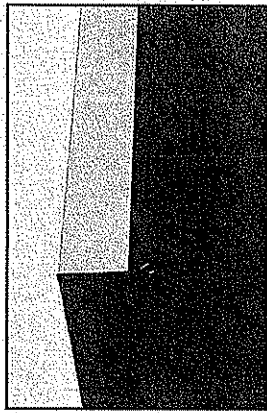
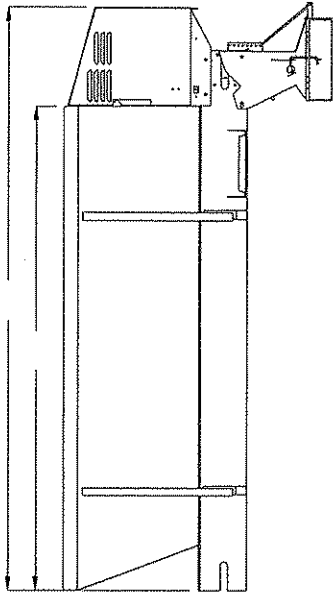
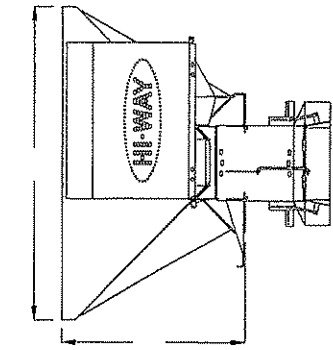
Swing-away spinner for convenient storage.



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



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



6" integrated side extensions for increased capacity.

Inside Body Length (BL)	Inside Body Width (W)	Overall Length (OL)	Body Height (H)	Struck Capacity	Shipping Weight (Approx.)
7' (2.1 m)	54" (137 cm)	103.6" (263 cm)	31.8" (81 cm)	1.5 yd ³ (1.2 m ³)	710 lbs. (322 kg)
8' (2.4 m)	54" (137 cm)	115.6" (293 cm)	31.8" (81 cm)	1.7 yd ³ (1.3 m ³)	760 lbs. (345 kg)
9' (2.7 m)	54" (137 cm)	127.6" (324 cm)	31.8" (81 cm)	1.9 yd ³ (1.5 m ³)	810 lbs. (367 kg)
10' (3.0 m)	54" (137 cm)	139.6" (354 cm)	31.8" (81 cm)	2.1 yd ³ (1.6 m ³)	~860 lbs. (390 kg)

Integral side extensions as offered to WVDON on the 8' HI-WAY Model P spreader increase body height to approximately 37" and struck capacity to 2.3 cu. yd.

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.highwayequipment.com
 Email: Information@highwayequipment.com

