



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**

## RFQ COPY

### TYPE NAME/ADDRESS HERE

VENDOR

Middletown Tractor Sales  
 2345 Whitehall Blvd.  
 Fairmont, WV 26554

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   | Our Truck                | Destination | Pre-Paid      |
| 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      | REFER TO PAGE 19 | FOR PRICING! |
| <p>DEMOUNTABLE ABRASIVE &amp; CHEMICAL SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE &amp; CHEMICAL SPREADER (SELF CONTAINED) PER THE ATTACHED SPECIFICATIONS.</p> <p>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.</p> <p>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<br/>         ATTENTION MICHAEL AUSTIN<br/>         2019 WASHINGTON ST. E.<br/>         CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL.<br/>         E-MAIL: MICHAEL.D.AUSTIN@WV.GOV<br/>         FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</p> |          |     |         |             |                  |              |

RECEIVED  
 08 SEP 29 AM 10:05  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-366-4690 DATE: 20 September 2008

TITLE: Sales Consultant FEIN: 55-074-7175 ADDRESS CHANGES TO BE NOTED ABOVE

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



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**T Middletown Tractor Sales**

2345 Whitehall Boulevard  
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 (304) 366-4690  
 www.middletowntractor.com

DIVISION OF HIGHWAYS  
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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> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |                           |                                   |
|------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Michael Austin</i> | TELEPHONE<br>304-366-4690 | DATE<br>20 September 2008         |
| TITLE<br>Sales Consultant          | FEIN<br>55-0747175        | ADDRESS CHANGES TO BE NOTED ABOVE |

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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:<br/>         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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| SIGNATURE<br><i>Michael Austin</i> | TELEPHONE<br>304-366-4690 | DATE<br>20 September 2008         |
| TITLE<br>Sales Consultant          | FAX<br>55-074-7175        | ADDRESS CHANGES TO BE NOTED ABOVE |

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DIVISION OF HIGHWAYS  
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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 AN 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>REQUISITION NO.: ...709EC001...</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>NO. 2 ..... X</p> <p>NO. 3 ..... X</p> <p>NO. 4 ..... X</p> <p>NO. 5 .....</p> |          |     |        |             |            |        |

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TY **Middletown Tractor Sales**

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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>.....<br/>           SIGNATURE<br/>           ..Middletown Tractor Sales.....<br/>           COMPANY<br/>           20 September 2008<br/>           .....</p> <p>REV. 11/96</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p> |          |     |        |             |            |        |

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
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| CERTIFICATION; OR<br><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<br><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.<br>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:<br><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;<br>OR<br><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 &amp; 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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| <p>BIDDER: Middletown Tractor Sales</p> <p>DATE: 20 September 2008</p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: Sales Consultant</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         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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**S H I P T O**  
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| 08/14/2008                   | Net 30 Days   | Our Truck                | Destination | Pre-Paid      |
| BID OPENING DATE: 09/03/2008 |               | BID OPENING TIME 01:30PM |             |               |

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER          | UNIT PRICE | AMOUNT                        |
|--|----------|-----|---------|----------------------|------------|-------------------------------|
| RFQ. NO.:  |          |     |         | 709EC001             |            |                               |
| BID OPENING DATE:  |          |     |         | 09/03/2008           |            |                               |
| BID OPENING TIME:  |          |     |         | 1:30 PM              |            |                               |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: |          |     |         |                      |            |                               |
|  |          |     |         | 304-366-4698         |            |                               |
| -----  |          |     |         |                      |            |                               |
| CONTACT PERSON (PLEASE PRINT CLEARLY):   |          |     |         | Phillip A. Cottrille |            |                               |
| -----  |          |     |         |                      |            |                               |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:                                     |          |     |         |                      |            | Refer to page 19 for pricing. |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|  |                           |                                   |
|--|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Phillip A. Cottrille</i> | TELEPHONE<br>304-366-4690 | DATE<br>20 September 2008         |
| TITLE<br>Sales Consultant                | FAX<br>55-074-7175        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 011-1-H

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

1.0 PURPOSE

It is the purpose of these specifications to describe a 2.3 Cubic Yard Struck Capacity Demountable Abrasive and Chemical Spreader (Self Contained) (hereinafter referred to as a "spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

**The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.** Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

### 3.2 MANDATORY SPECIFICATIONS

**All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified.** Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

### 4.0 REPRESENTATIVE UNIT FOR TEST

**The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.**

#### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

**All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant.** All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

#### 4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 45 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH**

**contact person within seven (7) working days after receiving the approved purchase order.**

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**A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.**

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

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

## 5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.**

**Prices for the units shall be in quantities of 1-10, 11-20, 21-50, and 51 and over.**

However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and

offered to be manufactured after January 1, 2008 and be clearly identified and marked with date of manufacture.

### 6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

**An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also,**

there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

\* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

### 6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

### 6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

**Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.**

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

### 6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways

any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

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A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

**THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).**

#### 6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

#### 6.7 UNSPECIFIED ACCESSORIES & FEATURES

**All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.**

**All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.**

#### 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

7.1 **Spreaders offered shall be of the heavy-duty, self-contained, hopper type.**

7.2 **Spreaders shall consist of a steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.**

7.3 **The spreader shall be capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of 20 feet.**

7.4 **Body:**

7.4.1 **The body is to be of all-welded 304 stainless steel construction.**

- 7.4.2 **The struck capacity 2.3 cubic yards minimum**
- 7.4.3 Hopper length to be 8 feet.
- 7.4.4 Overall height to be approximately 34 inches
- 7.4.5 Inside width to be 54 inches (approximate).
- 7.4.6 The body sides to slope at approximately 45° pitch to insure free flow of materials to the conveyor.
- 7.4.7 The body sides and end-gates to be constructed of **minimum twelve (12) gauge 304 stainless steel** and 12 gauge full-weld sills.
- 7.4.8 Top of the body to be angle formed for additional support.
- 7.4.9 Cross support stiffeners; one (1) at balance point with "lift eye" to be provided.
- 7.4.10 A protected inverted V conveyor shield to be made of 304 stainless steel and allow for vertical height adjustment.
- 7.4.11 All necessary hardware to be stainless steel.
- 7.5 Conveyor:
  - 7.5.1 The conveyor to be located in bottom of hopper capable of engaging material along its full length, and moving material to the rear adjustable metering gate.
  - 7.5.2 To be chain bar flight type self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on 9" centers made of 1/4 " x 1 " steel.
  - 7.5.3 **Overall width of chain conveyor shall not be less than 12 inches.**
  - 7.5.4 Chain driven by approximately 6-tooth drop forged steel sprockets and approximately 1 1/4" alloy steel shaft mounted in anti-friction sealed bearings.
  - 7.5.5 Conveyor to have adjustment provisions for at least 3" lateral takeup.
  - 7.5.6 **The material composition of the adjustment mechanism shall be rust proof or rust resistant.**
  - 7.5.7 Gear case to have approximately 20:1 reduction consisting of a hardened and polished worm; driving a cast bronze worm gear.
  - 7.5.8 Approximate feedgate opening to be no less than 4" high x 8" wide and of the detented adjustable type to be located at the body rear in order to adjust flow of material to the spinner.

- 7.6 Distributor Spinner Assembly:
- 7.6.1 The distributor disc to be of urethane material and approximately 13" in diameter and equipped with four (4) fins designed to obtain a controlled spread of 4 feet to 20 feet.
- 7.6.2 Material is to be directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute equipped with a sealed bearing which supports the distributor disc driveshaft.
- 7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.**
- 7.6.4 The spinner assembly to be manufactured from 304 stainless steel.
- 7.7 Baffles:
- 7.7.1 Baffles to be provided to control direction and width of spread. To have four (4) baffle sections
- 7.7.2 Baffle sections to be easily adjusted to desired position, from full down to horizontal, without use of tools .
- 7.8 Power Drive and Controls:
- 7.8.1 Auxiliary engine drive will be mounted on rear and shall power both the conveyor and distributor spinner assembly.**
- 7.8.2 Engine to be air cooled four (4) cycle, **10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.**
- 7.8.3 Throttle to be electronically controlled from "in cab" controls.
- 7.8.4 Engine shall have manufacturer's heavy duty electric clutch with "in cab" control.**
- 7.8.5 Twelve (12) volt electric starter-alternator with control panel for "in cab" starting and stopping of engine to be provided.
- 7.8.6 Engine to be fully enclosed and provide easy access for service.
- 7.8.7 Manufacturers heavy duty 12 volt battery and battery case to be provided
- 7.8.8 Additional two (2) gallon fuel tank to be provided.
- 7.9 Screen Over Hopper:
- 7.9.1 A flat screen with approximately 3/8" rod x 2 " openings to be provided to prevent oversize material from entering hopper during filling.



- 7.9.2 Mounting: Manufacturers heaviest duty chain with turn buckle or load binders hold-downs to be provided with all necessary mounting hardware for proposed model.
  
- 7.10 **Paint: All metal that is not 304 stainless shall have the mill scale removed and the surface chemically cleaned in preparation of rust preventative primer and manufacturers standard top coat paint. All painting shall be in conjunction with good commercial practice.**
  
- 7.11 **Vendor must certify that spreader offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

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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: Middletown Tractor Sales

Address: 2345 Whitehall Blvd. Fairmont, WV 26554

Telephone Number: 304-366-4690

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

Years Company has been an authorized dealer for proposed unit: 2 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](http://www.state.wv.us/admin/purchase)

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

|             |                           |          |
|-------------|---------------------------|----------|
| 1-10        | <u>    \$5,988.00    </u> | per unit |
| 11-20       | <u>    \$5,988.00    </u> | per unit |
| 21-50       | <u>    \$5,988.00    </u> | per unit |
| 51 and over | <u>    \$5,988.00    </u> | per unit |

X6.0 SPECIFICATIONS - GENERAL

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

Monroe Mfgr.            8PU3250SS-10.5

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:

\_\_\_\_\_ Refer to attached warranty information \_\_\_\_\_  
\_\_\_\_\_

## 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)

Monroe Truck Equipment provides a limited two year warranty of all uninstalled  
goods to the original purchaser of the equipment. See the attached warranty policy.

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.

Warranty repair is to be made at the manufacturer's representative facility.

Middletown Tractor Sales in Fairmont, WV is the manufacturer's representative  
facility.

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

The manufacturer's recommended stocking level of parts are available  
at Middletown Tractor Sales in FAirmont WV.

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>5.0</u> % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: <u>N/A</u> % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: <u>N/A</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>55.00</u> per mechanic hour   |
| B. | Travel Time Charge<br>(Specify if one-way)        | \$ <u>60.00</u> per mechanic hour<br><u>                    </u> ; port to port <u>We bill</u> from port to port. |
| C. | Mileage Charge<br>(Specify if one-way)            | \$ <u>N/A</u> per vehicle mile<br><u>                    </u> ; port to port <u>                    </u>          |
| D. | Field Mechanic Rate                               | \$ <u>60.00</u> per mechanic hour   |
| E. | Specify period of time that prices are in effect: | <u>We will honor these prices during the two</u><br><u>year warranty period</u>                                   |
| F. | Surcharge for miscellaneous items:                | <u>10.0</u> %   |

Currently we are charging a 10% fuel surcharge for travel time and / or pick-up and delivery of equipment.

## 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: Monroe Model: 8PII3250SS-10.5

**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: 2.4 Cubic Yards

X7.4.3 Hopper length: 8 Feet 0 Inches

- X7.4.4 Overall height: 3 Feet 2 Inches w/Extensions
- X7.4.5 Inside width: 4 Feet 2 Inches (outside width)
- X7.4.6 Are body sides sloped at approximately 45° pitch to insure free flow of materials to the conveyor?  
 YES  NO
- X7.4.7 Gauge of steel body sides and end-gates is 12 gauge **304 stainless steel** and support sills  
constructed of 10 gauge steel and fully welded  YES  NO  
END PANESS LONG SILLS
- X7.4.7.1 Body end-gates are constructed of 7 gauge 304 stainless steel.  
FEED GATE
- X7.4.8 Is top of body angle formed for additional support  YES  NO
- X7.4.9 Are cross supports provided with one (1) at balance point with "lift eye" for easy removal of unit from truck bed?  
 YES  NO
- X7.4.10 Is there a protective inverted V conveyor shield made of 304 stainless steel and allows for vertical height adjustment  
INCLUDED/No Vertical Ht. Adj.  YES  NO
- X7.4.11 Is all necessary hardware stainless steel  YES  NO  
BODY CONSTRUCTION + Body Shell is 304SS  
(Drive components are other)
- X7.5 Conveyor:
- X7.5.1 Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate?  
 YES  NO
- X7.5.2 Is conveyor of chain bar flight construction self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on nine inch (9") centers  YES  NO  
6.66 Centers  
Specify cross bar dimensions 1/4 inches x 3/4 inches
- X7.5.3 Overall width of chain conveyor: 14" Wide Chain            inches  
15-1/2" Wide Conveyor Floor
- X7.5.4 Is chain driven by approximately 6-tooth drop forged steel sprocket?  YES  NO  
CAST GREY IRON  
And approximately 1 1/4" alloy shaft mounted in anti-friction sealed bearings  YES  NO  
If not, specify: \_\_\_\_\_
- X7.5.5 Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup?  
 YES  NO
- X7.5.6 Is material composition of adjustment mechanism rust proof?  YES  NO  
CADMIUM/ZINC COATED ADJUSTMENT BOLT
- X7.5.7 Does the reduction gear box provide a 20:1 ratio?  YES  NO
- X7.5.8 Feedgate opening height and width: 6 inches high x 8.5 inches wide



~~X7~~.6 Distributor Spinner Assembly:

X7.6.1 Distributor disc material Formed Poly Disc diameter 13.5 inches

X7.6.1.1 Number of fins: 6; constructed of Formed Poly

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

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

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

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

X7.7 Baffles:

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

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

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

X7.8. Power Drive:

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

X7.8.2 Specify engine manufacturer: Briggs & Stratton

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

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

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

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

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

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

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

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

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

Units shipped bare 304 Stainless Steel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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

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](http://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: Middletown Tractor Sales

Authorized Signature:  Date: 20 September 2008



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

\*709043751 304-366-4690

MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE

FAIRMONT WV 26554

AUCTION

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   | Our Truck | Destination | Pre-Paid      |

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<br><i>Phillip A. Cattelle</i> | TELEPHONE<br>304-366-4690 | DATE<br>20 September 2008         |
| TITLE<br>Sales Consultant               | FAX<br>55-074-7175        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

## SIGN IN SHEET

RFQ # 7096001Date: 09/23/08

Firm &amp; Representative Name:

Mailing Address:

Phone, Fax, &amp; E-Mail:

1. WN TRACTORP.O. BOX 473P 346-5301GARY GRADYCHARLESTON WV  
25322F 346-5305E-mail wntractor@msn.com2. MIDDLETOWN TRACTOR2345 Whitehall Blvd.P 366-4690Phillip R. COTTRILLFAIRMONT, WV. 26554F 366-4698E-mail MIDDLETOWNTRACTOR.COM3. Angie McORMANDONP                     F                     E-mail                     4. RON SPARKS  
LOGAN CORP.20 MCJUNKIN Rd.P 759-4837NITRO, W.VA.F 759-4828E-mail RSPARKS@LOGANCORP.C5. L.H. Jones Equipment1825 Earl L. CoeP 304-292-1307Jim ShingletonMorgantown WVF 304-291-6641E-mail jshingleton@lhjecs

Please print or write legibly!

Your fax # is essential to contact you timely!

### SIGN IN SHEET

RFQ # \_\_\_\_\_

Date: \_\_\_\_\_

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Patty Stone  
Eqpt. Div.

DO#  
\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

2. Don Weese  
Eqpt. Div.

DO#  
\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

3. Marcia Lee  
Equip. Div.

DO#  
\_\_\_\_\_

P 473-5501

F 473-4206

E-mail \_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

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

# Request for Quotation

RFO NUMBER  
**709EC001**

PAGE  
**1**

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

**VENDOR**  
 \*709043751 304-366-4690  
 MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE  
 FAIRMONT WV 26554

**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 |
|--------------|---------------|-----------|-------------|---------------|
| 09/04/2008   | Net 30 Days   | Our Truck | Destination | Pre-Paid      |

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<br><i>Michael Austin</i> | TELEPHONE<br>304-366-4690 | DATE<br>20 September 2008         |
| TITLE<br>Sales Consultant          | FEIN<br>55-074-7175       | ADDRESS CHANGES TO BE NOTED ABOVE |

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



### SIGN IN SHEET

RFQ # 70966001

Date: 09/03/08

- | Firm & Representative Name:  | Mailing Address:  | Phone, Fax, & E-Mail:   |
|--|---|---|
| 1. <u>WV TRACTOR</u><br><u>GARY GRADY</u><br><br><u>709043751</u>      | <u>P.O. BOX 473</u><br><u>CHARLESTON WV</u><br><u>25322</u> | P <u>346-5301</u><br>F <u>346-5305</u><br>E-mail <u>WVTRACTOR@MSN.COM</u>           |
| 2. <u>MIDDLETOWN TRACTOR</u><br><u>Phillip A. Cottrill</u>             | <u>245 Whitehall Blvd.</u><br><u>Fairmont, WV 26554</u>     | P <u>366-4690</u><br>F <u>366-4698</u><br>E-mail <u>MIDDLETOWNTRACTOR.COM</u>       |
| 3. <u>Angie Moorman</u><br><br><u>709039033</u><br><u>709039033-01</u> | <u>DOH</u>  | P _____<br>F _____<br>E-mail _____  |
| 4. <u>Ron Sparks</u><br><u>LOGAN CORP.</u>                             | <u>20 McJunkin Rd.</u><br><u>NITRO, W.VA.</u>               | P <u>759-4837</u><br>F <u>759-4828</u><br>E-mail <u>Rsparks@LoganCorp.Co.</u>       |
| 5. <u>L.H. Jones Equipment</u><br><u>Jim Shingleton</u>                | <u>1825 Earl L. Coxe</u><br><u>Morgantown WV</u>            | P <u>304-292-1307</u><br>F <u>304-292-6641</u><br>E-mail <u>jshingleton@lhjeras</u> |

Please print or write legibly!

Your fax # is essential to contact you timely!

### SIGN IN SHEET

RFQ # \_\_\_\_\_

Date: \_\_\_\_\_

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Patty Stone  
Eqpt. Div.

DO#

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

2. Don Weese  
Eqpt. Div.

DO#

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

3. Marcia Lee  
Equip. Div.

DO#

P 473-5501

F 473-4206

E-mail \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

Please print or write legibly!

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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                           |

\*709043751                      304-366-4690

MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE

FAIRMONT WV 26554

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 |
|--------------|---------------|-----------|-------------|---------------|
| 09/12/2008   | Net 30 Days   | Our Truck | Destination | Pre-Paid      |

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

| LINE   | QUANTITY | UCP | 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>Michael Austin</i> | TELEPHONE 304-366-4690 | DATE 20 September 2008            |
| TITLE Sales Consultant          | FEIN 55-074-7175       | ADDRESS CHANGES TO BE NOTED ABOVE |

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

## ADDENDUM #3

## PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY  
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

## CHANGES TO SPECIFICATIONS:

## FROM:

4.2 DELIVERY – 2<sup>nd</sup> Paragraph 2<sup>nd</sup> Sentence

Delivery is preferred within 45 days after receipt of purchase agreement.

## TO:

4.2 DELIVERY – 2<sup>nd</sup> Paragraph 2<sup>nd</sup> Sentence

Delivery is preferred within 60 days after receipt of purchase agreement.

## FROM:

4.2 DELIVERY – 3<sup>rd</sup> Paragraph

A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

## TO:

4.2 DELIVERY – 3<sup>rd</sup> Paragraph

A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

## LEAVE AS WRITTEN:

## 7.4.1 The body is to be of all welded 304 stainless steel construction

FROM:

**7.4.2 The struck capacity 2.3 cubic yards minimum**

TO:

**7.4.2 The struck capacity 2.3 cubic yards minimum.** (Accept L.H. Jones request for side extensions)

LEAVE AS WRITTEN:

7.4.4 Overall height to be approximately 34 inches

FROM:

**7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.**

TO:

**7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.** (Accept Middletown's 24.296 inch)

FROM:

**7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.**

TO:

**7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.** (Due to new emissions, probably accept different engines with manufacturer's letters of equal emission engines.) (Accept Middletown's external vac fuel pump with a shut off valve in place of integral fuel pump.)

## 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 agreementX7.4.2 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: 2.4 cubic yards

## TO:

X7.4.2 Capacity struck: 2.4 cubic yards  
(L.H. Jones side extensions  YES  NO )

## NO CHANGE REQUIRED

X7.4.4 Overall height: 3 feet 2 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**  YES  NO  
 (Middletown 24.296 inch  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: Middletown Tractor Sales Signed: \_\_\_\_\_  
 Date: 20 September 2008 Title: Sales Consultant

*\*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

\*709043751      304-366-4690  
 MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE  
  
 FAIRMONT WV 26554

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   | Our Truck | Destination | Pre-Paid      |

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      |            |        |
| DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER                 |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: _____ |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |                        |                                   |
|------------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Phillip C. Miller</i> | TELEPHONE 304-366-4690 | DATE 20 September 2008            |
| TITLE Sales Consultant             | FEIN 55-074-7175       | ADDRESS CHANGES TO BE NOTED ABOVE |

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



1051 W. 7<sup>th</sup> Street • Monroe, WI 53566  
800-880-0109 • 608-329-8105 • FAX 608-328-8390  
E-mail: snowandicecontrol@monroetruck.com • Website: www.monroetruck.com

**WARRANTY POLICY (West Virginia)**  
**RFQ # 709EC001**

**Uninstalled Parts and Equipment provided by Monroe Truck Equipment**

Monroe Truck Equipment will provide the following limited warranty for a period of two years to the original purchaser of all uninstalled goods provided by Monroe Truck Equipment.

**LIMITED WARRANTY:** All goods provided by Monroe Truck Equipment (MTE) will be free from defects in material and workmanship for a period of two years from the date of purchase by the original purchaser. This limited warranty shall be the sole and exclusive remedy for any such product found to be defective. This limited warranty supercedes all previous warranties and is exclusive and in lieu of all other warranties, whether expressed or implied.

This limited warranty applies only to parts or accessories manufactured by MTE and/or provided by same. Except with respect to title, this limited warranty does not pertain to parts or accessories not manufactured and/or provided by MTE, regardless of whether such parts or accessories were selected and/or recommended by MTE. MTE will, as a service to the buyer, pass on any warranties received from the original manufacturer of MTE provided parts and/or accessories.

MTE will not under any circumstances be liable for any incidental or consequential damages whether in tort, contract, or otherwise, for any bodily injury, death, property damage, loss of use, or loss of income resulting from or in any way arising out of any goods provided by MTE, or their sale, use, or manufacture.

Any warranty claim deemed to be arising from the result of misuse, abuse, neglect, accident, improper installation, lack of maintenance, act of war (whether declared or otherwise), or act of God will be denied. Any repair or modification by the buyer or any third party, without the prior written consent of MTE, will void any possible warranty compensation. Any damage deemed to be the result of abnormal operation will not be compensated by this warranty.

Normal or special maintenance items such as fuels, fluids, tires, belts, hoses, filters, air cleaners, light bulbs, and any other items subject to normal wear and tear that are supplied in connection with goods provided by MTE are not allowed under this warranty.

Electrical and hydraulic components are not to be disassembled without the express written consent of MTE. Any disassembly of MTE provided components without prior authorization will void the applicable warranty.

Monroe Truck Equipment shall be the sole and final determining authority as it applies to the administration of this warranty policy. Purchaser acknowledges receipt of Monroe Truck Equipment Warranty Policy and agrees to be bound by same.

Any and all warranty claims must be forwarded to MTE within 10 days of defect discovery. A copy of the original Monroe Truck Equipment invoice as well as the manufacturer's model number, serial number, and date of installation must accompany all correspondence regarding said claims. MTE will, at their option, choose whether to repair or replace the defective part unless otherwise specified by the original manufacturer of said part.

**Procedures for Warranty Claims Notification**

For submission of any warranty claim, please contact Monroe Truck Equipment – Warranty Dept. at 800-356-8134. The following documentation will be needed when you call for initial warranty authorization.

- A copy of the original MTE invoice.
- Make, Model, and VIN or Serial number of the equipment involved.
- Part number and serial number of the part in question.
- A complete description of the problem.

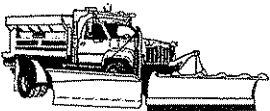
The following must accompany and claim submitted to Monroe Truck Equipment:

- Documented photographs of any physical damage.
- Inspection notes by MTE personnel or MTE authorized 3<sup>rd</sup> party.
- Authorization number issued by Monroe Truck Equipment – Warranty Department.

**Defective parts must be returned to Monroe Truck Equipment (freight pre-paid) within 30 days of issuance of Authorization Number.**

**Monroe Truck Equipment reserves the right to void any warranty for failure to comply with Monroe Truck Equipment Warranty Policy.**

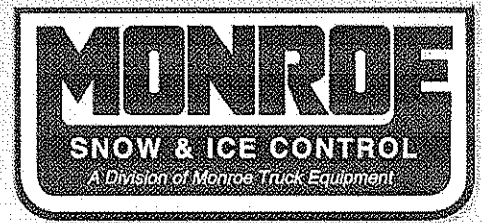
**This policy is effective November 5, 2007**



Reversible & One-way Snowplows • Airport Snowplow • Heavy Duty Patrol Wing  
Heavy Duty Benching Wing • Monroe Underbody Scraper • Heavy Duty V-box Spreader  
Under Tailgate Spreader • Pickup V-box Spreader • Replacement Tailgate Spreader  
Anti-Icing/De-icing & Vegetation Sprayer • Construction Attachments



# Monroe Pickup V-Box Spreader



MSPV Shown with Optional Binder Hold Down Kit, Extended Spinner Assembly and Center High Mount Stop Light

*Available for a wide variety of applications including: parking lots intersections, schools, parks, alleys, apartment complexes shopping malls, bridges and ramps, manufacturing plants, and much more*

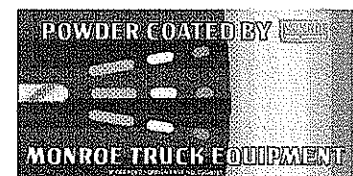
## Available For Use On:

- $\frac{3}{4}$ -Ton Pickups
- 1-Ton & HD/Super-duty Trucks with Flatbed or Dump Body
- Optional Pull-behind Trailer Mount

Note: Do not exceed manufacturer's recommended gross axle or gross vehicle weight ratings.

## Standard Specification:

- 10 gauge longsills and floor, 12 gauge hopper shell
- 8'--1.8 cubic yard capacity, 114" overall length
- 6-tooth, cast iron sprockets
- Self-cleaning pintle chain with 22,000 pound ultimate strength
- 14" drag chain with  $\frac{1}{4}$ " x  $\frac{3}{4}$ " crossbars, 6 $\frac{1}{2}$ " on center
- 6" x 8 $\frac{1}{2}$ " adjustable feed gate
- Short spinner assembly, for pickup truck mounting, has adjustable baffles and a 10 gauge, 13" spinner disk
- 50 $\frac{1}{2}$ " overall outside width, 32" height
- 10 $\frac{1}{2}$  HP Briggs & Stratton engine
- Orange powder coat paint



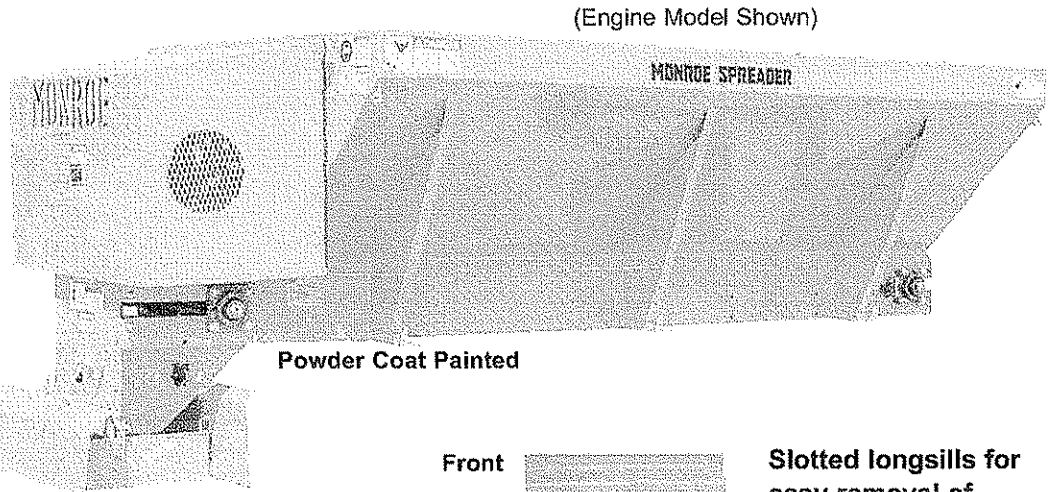
100% continuously welded inside

12 gauge hopper shell  
6 side gussets

2 internal & 3 external adjustable baffles

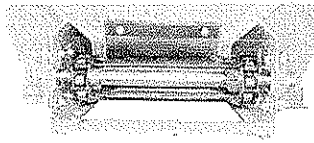
12 gauge spinner assembly

10 gauge spinner disc

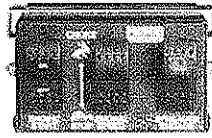


(Engine Model Shown)

Powder Coat Painted

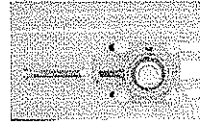


Heavy-duty, 10 gauge longsills and floor.



Standard Throttle Control Kit

Front



Slotted longsills for easy removal of chain-sprocket assembly.

Rear

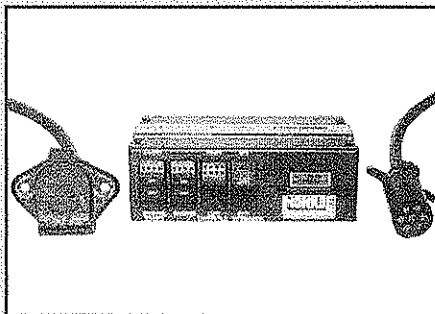


1/4" drive & idler shafts.

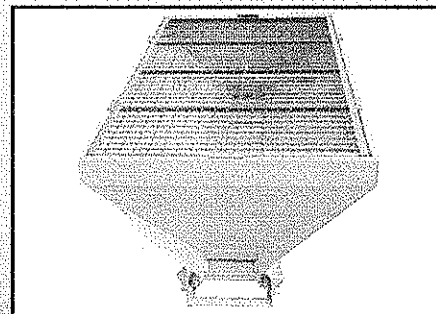
4-bolt, relubeable bearings on shafts.

### Options:

- Inverted V
- Hold Down Kit
- Poly Spinner Disk
- Extended Spinner Assembly
- Vertical Hopper Extensions
- 304 Stainless Steel Construction
- 7' and 8' Lengths
- Battery
- Hose Kits
- Flow Control Valve
- Special Paint
- Center High Mount Stop Light
- Top Screens
- Deluxe Throttle Control
- Hydraulic Drive Auger in lieu of Conveyor
- Hydraulic Drive in lieu of Gas Engine



Optional Deluxe Throttle Control.



Optional 1/4" or 3/8" rod, set-in top screen.

Manufactured by:  
 Monroe Snow & Ice Control  
 1051 W. 7th Street • Monroe, WI 53566  
 800-880-0109 • 608-329-8105  
 608-328-8390 Fax  
 Web: [monroetruck.com](http://monroetruck.com)  
 E-mail: [snowandicecontrol@tds.net](mailto:snowandicecontrol@tds.net)

Distributed by:  
**Middletown Tractor Sales**  
 2345 Whitehall Boulevard  
 Fairmont, WV 26554  
 (304) 366-4690  
[www.middletowntractor.com](http://www.middletowntractor.com)