



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  
**7011EC07**

PAGE  
**1**

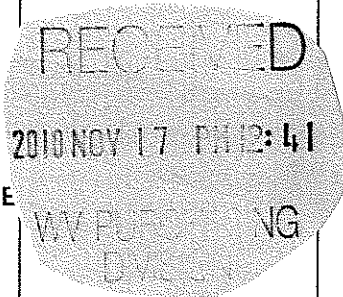
ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

**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 <b>09/29/2010</b>	TERMS OF SALE <b>Net 30 Days</b>	SHIP VIA <b>Truck</b>	F.O.B. <b>Buckhannon</b>	FREIGHT TERMS <b>Prepaid</b>
BID OPENING DATE: <b>11/10/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-64 SEALMASTER R-1 PORTABLE AGGREGATE CHIP SPREADER	\$14,900.00	
<p><b>OPEN END CONTRACT</b></p> <p>TO PROVIDE PORTABLE AGGREGATE CHIP SPREADER FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATION.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 10/28. AT 1PM, 2019 WASHINGTON ST E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Paul Gray</i>	TELEPHONE 346-5301	DATE 11/10/10	
TITLE President	FEIN 5550621655	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFO NUMBER  
**7011EC07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 33  
 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
09/29/2010				

BID OPENING DATE: **11/10/2010**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON THURSDAY 10/21/10.</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION            ATTENTION: SHERI SLONE/CHUCK BOWMAN            2019 WASHINGTON STREET EAST            CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.            E-MAIL: SHERI.D.SLONE@WV.GOV            FAX: 304-558-4155</p> <p>IT IS THE VENDOR'S 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) 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 WV TRACTOR COMPANY  
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SHIP TO

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 ROUTE 33  
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 26201      304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/29/2010				

BID OPENING DATE: 11/10/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 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
<b>09/29/2010</b>				

BID OPENING DATE: **11/10/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">7011EC07</p> <p style="text-align: center;">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 <input checked="" type="checkbox"/> .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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**7011EC07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
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VENDOR

\*709051756      304-346-5301  
 WV TRACTOR COMPANY  
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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
09/29/2010				

BID OPENING DATE: **11/10/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING TIME:	1:30 PM	
				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 7011EC07 ***** TOTAL:		\$14,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
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# Request for Quotation

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 7011EC07

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 33  
 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		
09/29/2010						
BID OPENING DATE: 11/10/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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> <p>RFQ. NO.: 7011EC07</p> <p>BID OPENING DATE: 11/10/2010</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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State of West Virginia  
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**Request for  
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 7011EC07

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

West Virginia Tractor Company  
 P.O. 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
10/15/2010	Net 30	Truck	Buckhannon	Prepaid

BID OPENING DATE: 11/17/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) TO CHANGE THE DATE AND TIME FOR THE MANDATORY PRE-BID MEETING,						
MANDATORY PRE-BID DATE: 11/03/2010						
MANDATORY PRE-BID TIME: 10:00 AM						
PRE-BID WILL BE HELD AT:						
WV STATE PURCHASING DIVISION						
2019 WASHINGTON STREET, EAST						
CHARLESTON, WV 25305						
(BUILDING #15)						
2.) TO EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS,						
DEADLINE FOR TECHNICAL QUESTIONS: 10/28/2010 AT THE CLOSE OF BUSINESS (5:00 PM)						
3.) EXTEND THE BID OPENING DATE						
BID OPENING DATE IS EXTENDED TO: 11/17/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Charles W. Tracy</i>	TELEPHONE 346-5301	DATE 11/10/10	
TITLE President	FEIN 590621655	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

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 552-1-H

PORTABLE AGGREGATE CHIP SPREADER

NOTE TO BIDDER: Procurement Specification No. 552-1-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.: 7011EC07

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: 28 YRS.

Years Company has been an authorized dealer for proposed unit: 28 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45-60 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 45-90 Calendar Days After Receipt of  
This depends on how many are ordered Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

X6.2  
2-10-00

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

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

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 bumper to bumper parts and labor

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## 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)

The standard one year warranty has been extended to

two years bumper to bumper 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 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 in Charleston is the source for

Sealmaster parts

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 \$ 75.00 per mechanic hour

B. Travel Time Charge \$ 75.00 per mechanic hour  
(Specify if one-way) \_\_\_\_\_; port to port       x      

C. Mileage Charge \$ 2.00 per vehicle mile  
(Specify if one-way) \_\_\_\_\_; port to port       x      

D. Field Mechanic Rate \$ 75.00 per mechanic hour

E. Specify period of time that prices are in effect: During warranty period

F. Surcharge for miscellaneous items: holidays and overtime 150%

## 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

## 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: ThorWorks dba. SealMaster

Model: R-1 Chipspreader

X7.0 Specifications of Chip Spreader:

X7.1 Manufacturer's heavy duty for model bid?

YES  NO

X7.2 Unit equipped with Manufacturer's recommended tailgate hook/chains for transport on rear of dump truck?

YES  NO

X7.3 Capacity of spreader box? 1.41 cubic yards

X73.1 Spreader box constructed of 3/16 inch plate steel

X7.4 Unit stone spread width 10 feet

X7.5 Are balance rollers provided to prevent tipping/provide level spreader position?

YES  NO

X7.6 Are two (2) block of plates provided?

YES  NO

Specify block-off plate size 1-12" 1-24" or 2-12" or 2-24", your choice

## X7.7 Feed Roll:

X7.7.1 Is feed roll spirally fluted for even spread?  YES  NO

Feed roll size 5 1/2 inches in diameter.

X7.7.2 Does feed roll have left/right spirals to insure positive feed?  YES  NO

X7.7.3 Is reverse feed roll chain driven?  YES  NO

X7.7.4 Does feed roll automatically shift to neutral in the event of operator error?  
 YES  NO

X7.7.5 Does shifting positions include forward, reverse and neutral?  YES  NO

X7.8 Is spiral agitator with clutch provided for even distribution of material to each end of hopper?  
 YES  NO

X7.8.1 Is control lever provided to engage/disengage agitator while spreader is in operation?  
 YES  NO

X7.9 Is operators platform provided and run full length of spreader with guard rail?  
 YES  NO

## X7.10 Hitch:

X7.10.1 Is hitch adjustable to connect to various types of trucks?  YES  NO

X7.10.2 Is hitch swivel type?  YES  NO

X7.10.3 Is hitch release designed to make it unnecessary to step between truck and spreader provided?  
 YES  NO

X7.11 Are all drives covered with safety guards?  YES  NO

X7.12 Manufacturer's standard tires for model bid?  YES  NO

X7.13 Are all other Manufacturer's standard features provided whether specified herein or not?  
 YES  NO

X7.14 Unit delivered with all Manufacturer's recommended safety related decals and safety features intact?  YES  NO

X7.15 Does the unit conform to the advertising guidelines?  YES  NO

## X7.16 Paint:

X7.16.1 Is unit painted Manufacturer's standard color?  YES  NO

X7.16.2 Are areas a distinct color for safety reasons painted as they normally would be?

YES  NO

X7.16.3 Is a sample chip of proposed paint attached?  YES  NO

If no why not? \_\_\_\_\_

X7.17 Does proposed unit meet or exceed the "OSHA OF 1970" and/or subsequent changes?

YES  NO

## X7.18 Preventive Maintenance and Operators Orientation /Training:

X7.18.1 Will a preventive maintenance and operators training seminar be provided?

YES  NO

Have you attached a copy of proposed training program along with schedule of course?

YES  NO

Will you furnish all training aids?

YES  NO

Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with the unit?

YES  NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_



# SealMaster Limited Warranty

SealMaster warrants that its products are of quality material and workmanship. SealMaster agrees to replace, within a period of ~~two (2) years~~ from date of delivery, or at its option, repair, without charge, any part of their manufacture which proved defective. The repair or replacement will be free of charge F.O.B Sandusky, Ohio, proving the damaged part or parts are returned, freight prepaid, to SealMaster and investigation show such repair or replacement is made necessary by inherent defect of material or workmanship.

It is hereby understood that engines, motors, pumps, or other components purchased by SealMaster for use on its equipment are not warranted by SealMaster and are sold only with the standard warranty of the manufacturer of that component.

SealMaster will make no allowances for repairs or alterations completed by outside sources unless authorization is in writing and approved by an authorized SealMaster representative.

Any claims for defective material or workmanship must be made prior to the expiration of thirty (30) days from the date failure occurs, and in all cases prior to the expiration of the warranty period of ~~two (2) years~~. It is the intent of this paragraph to limit SealMaster's liability solely to the cost of replacement parts, F.O.B. factory, or at the option of SealMaster to repair of the defective part or parts. No allowances for damages, lost time, or any other claim will be recognized.

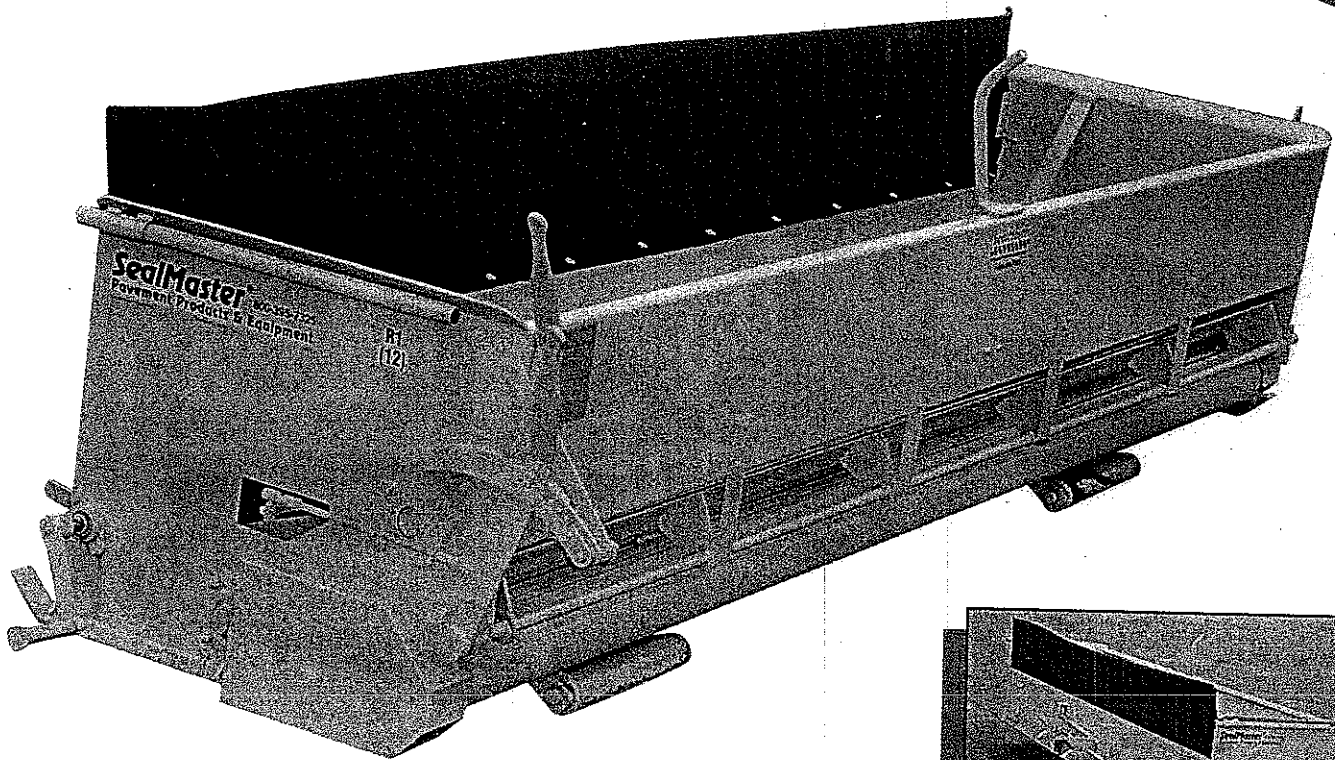
This warranty is null and void if other than genuine SealMaster parts are used.

SealMaster is constantly striving to improve their products. Changes in design and improvement will be made whenever the manufacturer believes the efficiency of the product will be improved, without incurring any obligation to incorporate such improvements in any machines which have been shipped or are in service.

In an effort to continue to improve product quality, SealMaster reserves the right to change specifications without notice.

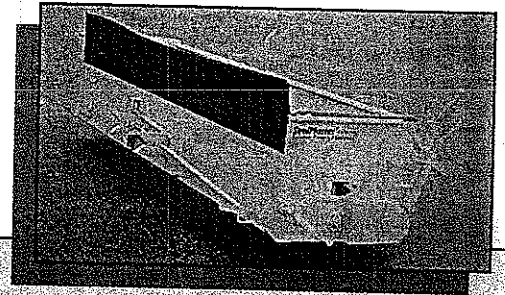
Any modification or alteration of this machine without prior approval of the manufacturer may void this warranty.

# R-1 CHIP SPREADER



## R-1 Aggregate Chip Spreader

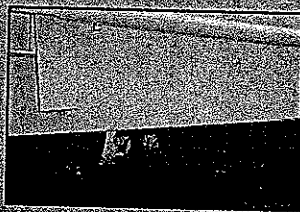
• The R-1 is a tow behind aggregate spreader that is ideal for tar and chip operations on roadways. The R-1 distributes aggregate to precise depths with clean cut edges. It features an open type spiral agitator to convey material to outer ends of hopper. The R-1 is available in 8, 9, 10, 11, and 12 foot widths.



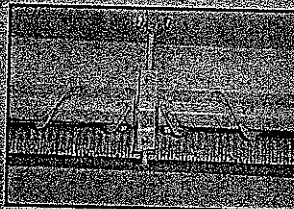
### STANDARD FEATURES:



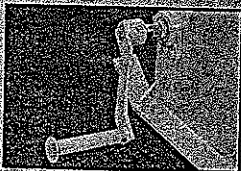
Auger Control  
Lever



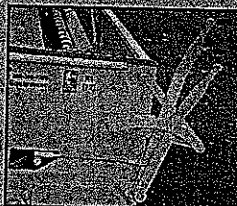
Drive Wheels



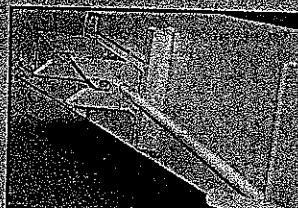
Material Auger



Hitch Height  
Adjustment



Feed Gate  
Control Lever



Quick Attachment  
Receiving Hitch

### R-1 Aggregate Chip Spreader

- E2310 8' spread width, 1.13 cu. yd. capacity (2,100 lbs.) \$
- E2320 9' spread width, 1.27 cu. yd. capacity (2,260 lbs.) \$
- E2330 10' spread width, 1.41 cu. yd. capacity (2,420 lbs.) \$
- E2340 11' spread width, 1.55 cu. yd. capacity (2,650 lbs.) \$
- E2350 12' spread width, 1.64 cu. yd. capacity (2,750 lbs.) \$
- E9000 Crating Charge (if required) (400 lbs)

### Options For R-1 Aggregate Spreaders

- PE2360 8' Operator Platform
- PE2370 9' Operator Platform
- PE2380 10' Operator Platform
- PE2390 11' Operator Platform
- PE2400 12' Operator Platform
- PE2410 8' Replacement Spiral Auger \$
- PE2420 9' Replacement Spiral Auger \$
- PE2430 10' Replacement Spiral Auger \$
- PE2440 11' Replacement Spiral Auger \$
- PE2450 12' Replacement Spiral Auger \$
- PE2460 Truck Hitch - 1 supplied w/each
- PE2470 12" Block-Off Plates - to alter width of spread \$
- PE2480 24" Block-Off Plates - to alter width of spread \$
- PE2490 Tailgate Hook - (2 required) Two tailgate hooks supplied w/ea spreader \$1
- E2500 R-1 Trailer System - For towing Aggregate Spreader \$

Prices Are F.O.B. Sandusky,

Rev. 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

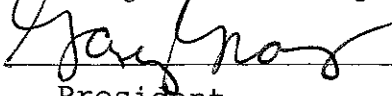
Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. 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: 11/10/10 Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7011EC07

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Tracy* Date: 11/10/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10 day of ~~XXXXXXXX~~ November 2010

My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

