



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  
 7011EC28

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ROPE, INC  
 PO Box 99  
 FALLING ROCK, WV 25079

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/28/2011	NET 15	MTR. FRT.	DESTINATION	PREPAID - DELIVERY		
BID OPENING DATE: 07/27/2011		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		025-50		
COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.						
OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE 185 CPM AIR COMPRESSOR/PORTABLE AS DESCRIBED IN THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 07/14/2011 AT 10:00 AM, 2019 WASHINGTON ST. E., CHARLESTON, WV, 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.						
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						
5 - SIGNED ADDENDUM COPIES ATTACHED						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dennis Hoover</i>	TELEPHONE 304-548-6701	DATE 8-17-11
TITLE Sales Coordinator	FEIN 55-0704007	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

RFQ NUMBER:  
 7011EC28

PAGE:  
 2

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Rope, DC

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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</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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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402

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Rope, Inc.

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO 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 SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402

RFQ COPY  
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*Rope Inc.*

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

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

VENDOR

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ROPE, INC.

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7011EC28</p> <p>BID OPENING DATE:</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID.</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 7011EC28

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 804-558-2402

VENDOR

RFQ COPY  
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*Rope, Inc.*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>BENJAMIN J. (JOE) HOOVER</i>						
***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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**1**

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

RFQ COPY  
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*ROPE, INC.*

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/11/2011				

BID OPENING DATE: **08/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				MANDATORY PRE-BID MEETING CHANGED		
				FROM: 07/14/11 @ 10:00 A.M.		
				TO: 07/27/11 @ 11:30 A.M.		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 07/27/11 @ 1:30 P.M.		
				TO: 08/10/11 @ 1:30 P.M.		
				LOCATION: 2019 WASHINGTON ST. EAST, CHARLESTON, WV.		
				NO OTHER CHANGES		
0001		EA		025-50		
				COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.		
				***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Benjamin J. Hoover</i>	TELEPHONE <i>304-548-6701</i>	DATE <i>8-17-11</i>
TITLE <i>Sales Coordinator</i>	FEIN <i>55-0704007</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

*Rope, Inc.*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/12/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM #1 INADVERTENTLY ISSUED 07/12/11		
				MANDATORY PRE-BID MEETING REMAINS 07/14/11 @10:00 A.M.		
				BID OPENING DATE AND TIME REMAINS 07/27/11 @1:30 P.M.		
				LOCATION: 2019 WASHINGTON ST. EAST, CHARLESTON, WV.		
				NO OTHER CHANGES		
0001		EA		C25-50		
				COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.		
***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Byron J. Hoover</i>	TELEPHONE 304-548-6701	DATE 8-17-11
TITLE <i>Sales Coordinator</i>	FEIN 55-0704007	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

*ROPE, INC.*

SHIP TO

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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2011				

BID OPENING DATE: **08/03/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 3</b>						
<p>A SECOND MANDATORY PRE-BID MEETING WILL BE HELD ON JULY 27, @11:30 A.M. AT 2019 WASHINGTON STREET EAST, CHARLESTON, WV 25311. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL RESULT IN THE DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>BID OPENING DATE AND TIME CHANGED            FROM: 07/27/11 @ 1:30 P.M.            TO: 08/03/11 @ 1:30 PM.</p> <p>NO OTHER CHANGES.</p>						
0001		EA		025-50		
COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.						
***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bernard J. Horn</i>	TELEPHONE 304-548-6701	DATE 8-17-11
TITLE <i>SACIS Coordinator</i>	FEIN 55-0704007	ADDRESS CHANGES TO BE NOTED ABOVE

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ROPE, INC.

DIVISION OF HIGHWAYS  
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VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
08/02/2011						
BID OPENING DATE: 08/17/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				ADD: EXHIBIT 10		
				DELETE: PURCHASING CARD ACCEPTANCE		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 08/03/11 @1:30 P.M.		
				TO: 08/17/11 @1:30 P.M.		
				NO OTHER CHANGES		
0001		EA	025-50	COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.		
***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL:						

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SIGNATURE <i>B. J. ...</i>	TELEPHONE 304-548-6701	DATE 8-17-11
TITLE <i>State Coordinator</i>	FEIN 55-0704007	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Rope, Inc.

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/08/2011				

BID OPENING DATE: 08/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
ANSWERS TO QUESTIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 08/17/11 @1:30 P.M.						
NO OTHER CHANGES.						
0001		EA		025-50		
COMPRESSORS, AIR, PORTABLE, ELECTRIC, OVER 25 C.F.M.						
***** THIS IS THE END OF RFQ 7011EC28 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Reynolds</i>	TELEPHONE 304-548-6701	DATE 8-17-11
TITLE Sales Coordinator	FEIN 55-0704007	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. 6123L

185 CFM AIR COMPRESSOR/PORTABLE

NOTE TO BIDDER: Procurement Specification No. 612-1-L, 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.: 7011EC28

Bidder's Name: ROPE, INC.

Address: PO BOX 99 FALLING ROCK, WV 25079

Telephone Number: 304-~~337~~-548-6701

Years Bidder has been registered to do business with the State of West Virginia: 20 YRS.

Years Company has been an authorized dealer for proposed unit: less than 1 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 60-90 Calendar Days After Receipt of Purchase Agreement  
DEPENDING ON QUANTITY ORDERED

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)

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$17,989.<sup>00</sup> per unit

LESS <sup>OPTIONAL</sup> DELUXE CONTROL PANEL

DEDUCT \$500.00 PER UNIT

UNIT WILL HAVE HEAVY DUTY A-FRAME TOWING FRONT W/ PIVOT EYE CAPABLE OF MOUNTING HOSE REELS,

X6.0 SPECIFICATIONS - GENERAL

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

SULLIVAN PALATEK MODEL D185PJD 2011 or Current Year

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

ROPE, INC.

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:

A minimum two (2) year bumper to bumper basic parts and labor  
warranty excluding abuse and normal wear items will  
apply to these units except for the John Deere  
engine. A copy of this warranty is attached. It is  
basically a two year or 2,000 hour warranty.

**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) COPY ATTACHED  
MANUFACTURER EXTENDS STD. WARRANTY TO COMPLY WITH STATE REQUIREMENT,  
JOHN DEERE ONLY OFFERS A TWO YEAR / 2000 HOUR ENGINE WARRANTY (ATTACHED)

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.  
ANY POSSIBLE WARRANTY CLAIM MUST BE PHONED OR EMAILED TO VENDOR  
BEFORE ANY REPAIRS CAN BE MADE. DETERMINATION OF WARRANTY WILL BE MADE,  
MINOR WARRANTY MAY BE PERFORMED ON SITE. MAJOR REPAIRS RETURN TO VENDOR.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.  
ROPE, INC. 5522 ELK RIVER ROAD ELKVIEW, WV 25071  
MOST COMMON WEAR ITEMS, FILTERS WILL BE STOCKED AT THIS  
LOCATION. SEE ATTACHED JOHN DEERE IND. ENGINE FACILITIES

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: 2 % discount
- B. Terms: Net 60      Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90      Manufacturer's published list price less: 0 % 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 (Specify if one-way)      \$ 75.00 per mechanic hour  
\_\_\_\_\_ ; port to port X
- C. Mileage Charge (Specify if one-way)      \$ 1.35 per vehicle mile  
\_\_\_\_\_ ; port to port X
- D. Field Mechanic Rate      \$ 85.00 per mechanic hour
- E. Specify period of time that prices are in effect: LIFE OF CONTRACT
- F. Surcharge for miscellaneous items: 1 %

ROPE, INC.



## 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 specification.

Manufacturer: SULLIVAN-PALATER Model: D185PJD  
MFG. IN MICHIGAN CITY, INDIANA

X7.1 Compressor:

X7.1.1 Type: SINGLE STAGE ROTARY SCREW

X7.1.1.1 Is unit self-contained, fully enclosed HD portable air compressor?  YES  NO

X7.1.2 Free Air Capacity: 185 CFM

X7.1.3 Type of lubrication for sealing and cooling of pump? OIL FLOODED

X7.1.4 Is oil filter the replaceable element  or spin-on full flow type  ?

X7.1.5 Is air intake filter dry type with maintenance signal?  YES  NO

X7.1.6 Are bearings anti-friction type and heaviest duty offered?  YES  NO

X7.2 Is air receiver ASME code construction?  YES  NO  
Working pressure 125 PSIG

X7.2.1 Air receiver capacity 1.7 cubic feet with safety valve and two (2) 3/4" service valves (universal type)  YES  NO

X7.2.2 Is discharge line fitted with an automatic discharge moisture trap and located between air receiver and service valve:  YES  NO

X7.2.3 Does unit have two (2) discharge line lubricators of one (1) quart each to each outlet, fitted and easily accessible?  YES  NO  
*OK BJA*

X7.3 Engine:

X7.3.1 Type: DIESEL POWERED JOHN DEERE 4024TF281

How is engine cooled? WATER COOLED

X7.3.1.1 Unit BHP 49 at continuous rated speed of 2650 RPM

X7.3.2 Electrical system equipped with 12 volt and heaviest duty offered?  YES  NO

X7.3.3 Fuel tank capacity 29 US gallons

X7.3.4 Is rain cap provided to protect engine and muffler?  YES  NO  
*ANGLED EXHAUST REQUIRES NO RAIN CAP*

X7.4 Is cooling system of sufficient capacity to allow engine and compressor to operate at rated air delivery and pressure continuously?  YES  NO

X7.4.1 Engine coolant rated at -32 degrees F

X7.5 Safety Devices and Instrumentation:

X7.5.1 Does unit have automatic blow-down valve?  YES  NO

X7.5.2 Does engine shut down by high discharge air temperature, low engine oil pressure and high engine temperature?  YES  NO

X7.5.3 Does unit have excess air flow safety valve and minimum pressure valve?  YES  NO

X7.5.4 Are the following gauges located in units instrument panel: UNIT WE ARE BIDDING WILL INCLUDE THE OPTIONAL PANEL

X7.5.4.1 Tachometer, engine RPM INCLUDED IN OPTIONAL PANEL  YES  NO

X7.5.4.2 Ammeter or Voltmeter INCLUDED IN OPTIONAL PANEL  YES  NO

X7.5.4.3 Engine temperature gauge ALTERNATOR INDICATOR LIGHT IS STD.  YES  NO

X7.5.4.4 Engine oil pressure gauge  YES  NO

X7.5.4.5 Discharge air pressure gauge  YES  NO

X7.5.4.6 Fuel gauge  YES  NO

X7.5.4.7 Hour meter  YES  NO

X7.6 Are start and stop controls located on control panel?  YES  NO

X7.7 Are all operation, maintenance and instruction decals located in a conspicuous place near controls?  YES  NO

X7.8 Are controls the 0-100% demand type/controlling engine speed/intake of air compressor?  YES  NO

X7.9 Accessories:

X7.9.1 Does unit have service drain valve?  YES  NO

X7.9.2 Is vandalism protection kit included?  YES  NO

DOT MUST PROVIDE LOCKS

X7.9.3 Are lockable tool boxes included?  YES  NO

X7.9.4 Does each unit have one (1) set of replacement filters for compressor air and lube oil and engine air, fuel and lube oil included with delivery?  YES  NO

X7.9.5 Lifting bail, single point?  YES  NO

X7.9.6 Are twin hose reels capable of holding 50 foot' x 1 inch O.D. hose?  YES  NO

X7.10 Is compressor mounted on a two (2) wheeled type towing trailer?  YES  NO

X7.10.1 Is engine/compressor frame mounted in a manner to minimize vibration?  YES  NO

X7.10.2 Is suspension sufficient strength/handling of unit at top speed of 55 MPH?  YES  NO

X7.10.3 Does trailer have retractable, swivel type third wheel?  YES  NO

X7.10.4 Tire size ~~ST 225/75R15~~ ST 225/75R15 BXL Tread Type HIGHWAY Load Range C minimum  
Is wheel drop center, 7" wide?  YES  NO 6" 7" NOT AVAILABLE

X7.10.5 Does hub have trailer wheel bearing protector?  YES  NO  
Manufacturer: EQUIVALENT TO BEARING BUDDY 1980

X7.10.6 Does unit have draw bar with pintle eye and safety chains?  YES  NO

ROPE, INC.

- X7.10.7 Does trailer have stop lights, tail lights, directional indicators, (LED type) license plate light and license plate bracket?  YES  NO
- X7.10.8 Male plug for towing vehicle specify: EQUAL TO COLE HERSEE 12081
- X7.10.9 Does trailer meet or exceed all applicable West Virginia Department of Motor Vehicles Codes, and is towable at speeds up to 55 MPH?  YES  NO
- X7.11 Paint: Will paint be manufacturers standard  YES  NO  
ORANGE AND BLACK
- X7.12 Does unit meet or exceed the OSHA of 1970" and/or subsequent changes?  YES  NO
- X7.13 Does unit conform to the advertising guidelines?  YES  NO

# 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: ROPE, INC.

Signed: B. J. Hoon

Date: 8-17-11

Title: SALES COORDINATOR

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

RFQ No. 7011EC28

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 owed 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 exceeds 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: ROPE, INC.

Authorized Signature: *Benjamin Hoover* Date: 8-17-11

State of West Virginia

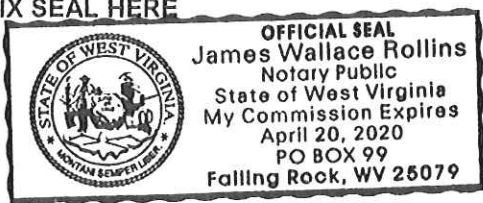
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17 day of August, 2011.

My Commission expires April 20, 2020.

**AFFIX SEAL HERE**

NOTARY PUBLIC *James Wallace Rollins*



# Sullivan Palatek

*"The Ultimate Performance  
Rotary Screw Air Compressor"*

**D185P D210P**

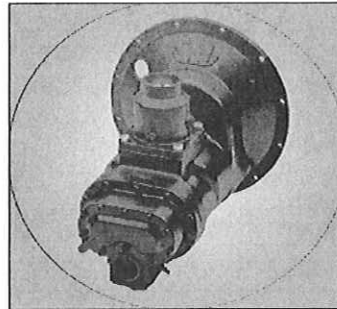
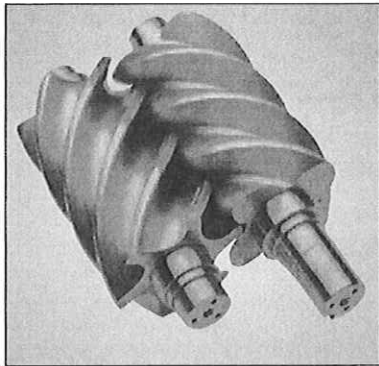


- Large, 108mm Diameter Twin Screw Air End
  - Exclusive Three Year Warranty
  - Automatic 0 to 100% Capacity Control
  - Two Stage Dry Type Air Filter - External Access
  - Multiple Service Connections
  - Oil Level Sight Gauge
  - Side by Side Coolers for compressor and engine
  - John Deere or Caterpillar Power
  - Steel Fuel Tank
  - Cooler Access Panel for Cleaning
  - Safety Chains with Storage
  - 15" Wheels & Tires
  - Choice of Adjustable Height Lunnette Eye or Optional Ball Hitch on Drawbar
  - Large Full Length Lockable Tool Boxes on Each Side
  - Noise Level Limited to Maximum of 76 dBA at 7 Meters
  - Easily Removable Upper Enclosure
  - Automatic Shutdown and Protection System
  - Automatic Blowdown Valve
  - Stop, Turn, Tail Lights
  - Unloaded Starting
  - Standard Instrumentation
    - Alternator Light*
    - Fuel Level Gauge*
    - Discharge Pressure Gauge*
    - Hourmeter*
    - Engine Oil Pressure Gauge\**
    - Engine Water Temperature Gauge\**
  - Optional Equipment
    - 3rd wheel*
    - Brakes*
    - Drawbars*
    - Hitches*
    - Hose Reels*
    - Gauges*
    - Tachometer*
- PLUS MANY OTHERS*  
*\*Warning Light Used on Cat Powered Units*

**Sullivan  
Palatek**

# Sullivan Palatek®

*“Dedicated to Quality ...*



**KEEP IT SIMPLE ...**

**KEEP IT CLEAN ...**

**MAKE IT SOLID ...**

**MAKE IT SULLIVAN!**

*Sullivan-Palatek manufactured air end ensures complete control over quality and testing of all components. Tapered roller bearings add to the quality of every Sullivan machine.*

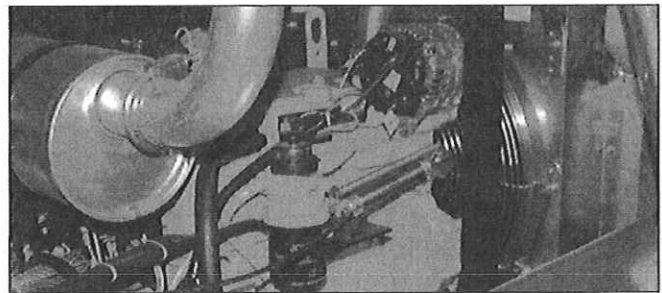
## *The Sullivan-Palatek Compressor*

### *The advantages of owning a Sullivan-Palatek Rotary Screw Air Compressor.*

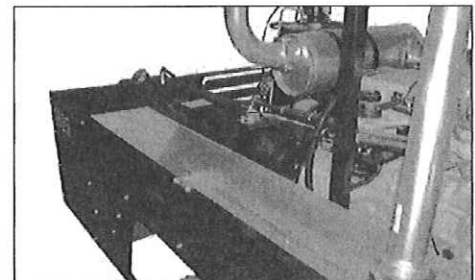
*Sullivan-Palatek provides low maintenance,  
high performance and one of the most reliable air  
ends in the industry.*

*Our design features advanced profile rotary screws  
for high efficiency.*

*Operating costs are significantly reduced because  
compressors can be sized to desired operating  
conditions.*



*Sullivan-Palatek provides a **THREE YEAR,  
Unlimited Hour, Air End Warranty, on all  
machines.***



### **Sullivan-Palatek Portable Features:**

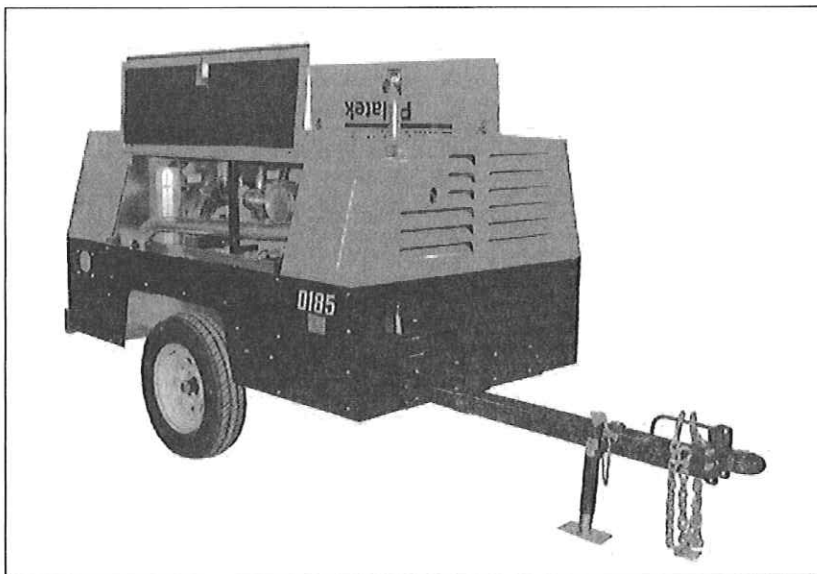
*Galvaneal Enclosure, protection  
against chipping and rust.*

*Glow plug engine provides easy  
starting in all climates.*

*For P & PH models, galvanized  
wheel wells and tool boxes.*

*Heavy duty tires. Pintle eye standard,  
or optional two inch ball.*

*Safety chains standard on all models.*



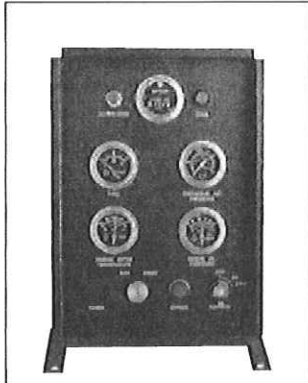
Description, Specifications and Pictures represented in this brochure may vary from actual equipment purchased.

20F5

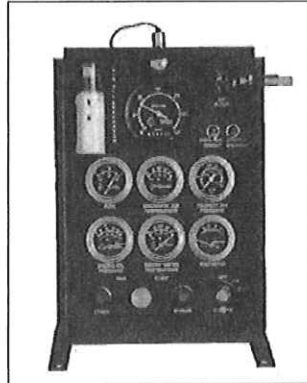
ROPE, INC.



# Committed to Support™



Standard Panel

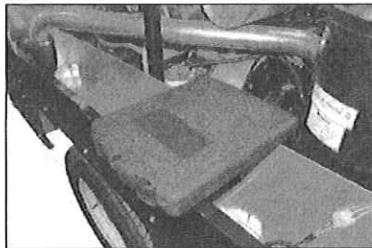


Optional Panel

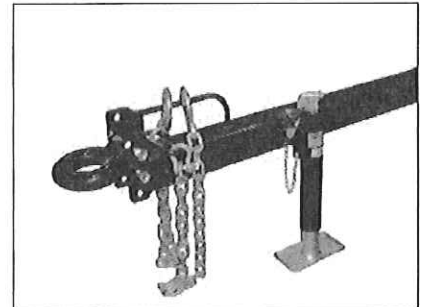
## Deluxe Curbside Instrument Panel for P & PH Models

**Standard:** The standard panel includes alternator indicator, hour meter, fuel level gauge, discharge pressure gauge, engine water temperature and oil pressure gauges, unloading valve, bypass switch, ignition switch.

**Optional Panel:** The optional panel consists of standard panel plus air oil separator indicator, tachometer, air filter indicator, fuel solenoid circuit breaker and starter breaker switches, discharge air temperature, voltmeter gauge.



Manual Holder  
Equipped with Operating Manual Holder



## Heavy Duty Drawbar

The Drawbar on all our portable compressors are made of strong tubular steel. Ease of backing up. Adjustable 3" pintle, or 2" ball hitch. Adjustable, swivel screwjack. Standard safety chains.

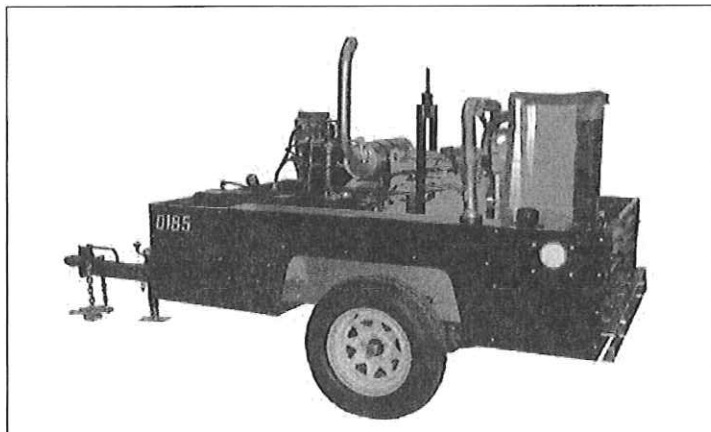
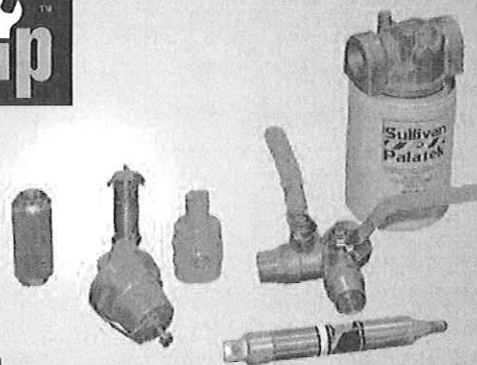
## SmartEquip™

### SmartEquip

To place electronic parts orders, or direct access to technical information, visit Sullivan-Palatek's home page at:

[www.sullivanpalatek.com](http://www.sullivanpalatek.com)

and click on Manuals - Drawings - Parts



Quality Built

## Reliability, Low Operating Cost & Longevity.

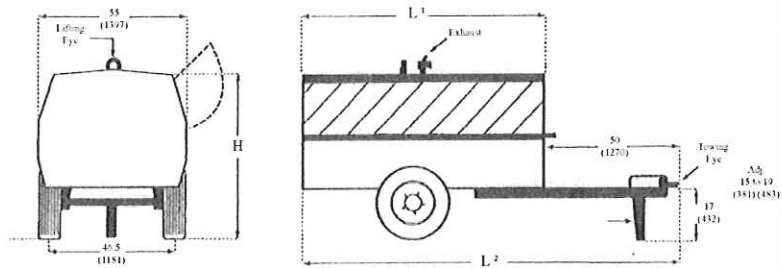
Rear panel on P & PH models detaches for external cleaning of coolers. All units have side by side coolers.

Two-stage, dry type separate filtration for engine and compressor.

The P & PH models have 29 gallon fuel tanks, steel belted radial tires with 15 inch wheels for stability and ease of towing. The P2 & P3 models have 21 gallon fuel tanks, and steel belted radial tires with 13 inch wheels.

(Metric in Parentheses)

H 58.5  
(1486)  
L<sup>1</sup> 88.25  
(2242)  
L<sup>2</sup> 138.25  
(3512)



(Metric in Parentheses)

**D185PJD**

**D185PCA**

**D210PHJD**

Type	Single Stage, oil flooded rotary screw	Single Stage, oil flooded rotary screw	Single Stage, oil flooded rotary screw
Ambient Oper. Temp. Range	-20° to +125°F (-29° to +52°C)	-20° to +125°F (-29° to +52°C)	-20° to +125°F (-29° to +52°C)
Oil Capacity	5.5 gal. (21 L)	5.5 gal. (21 L)	5.5 gal. (21 L)
Total Receiver Volume	1.7 ft. <sup>3</sup> (48 L)	1.7 ft. <sup>3</sup> (48 L)	1.7 ft. <sup>3</sup> (48 L)
Air Service Connections	Two 3/4" NPT	Two 3/4" NPT	Two 3/4" NPT
Type Cooling System	Oil to Air	Oil to Air	Oil to Air
Type Air Intake System	Two Stage Dry	Two Stage Dry	Two Stage Dry
Type of Control	0-100% Demand	0-100% Demand	0-100% Demand
Tire Size	ST 205/75D15 Hwy Tubeless	ST 205/75D15 Hwy Tubeless	ST 205/75D15 Hwy Tubeless
Rated Delivery	185 cfm (5.2 m <sup>3</sup> /min)	185 cfm (5.2 m <sup>3</sup> /min)	210 cfm (5.9 m <sup>3</sup> /min)
Rated Operating Pressure	100 psig (700 kPa)	100 psig (700k Pa)	150 psig (1034k Pa)
Operating Pressure Range	70-125 psig (480-860 kPa)	70-125 psig (480-860 kPa)	70-165 psig (480-1138 kPa)
Estimated Weight, Serviced	2367 lbs	2385 lbs	2385 lbs

**D185PJD**

**D185PCA**

**D210PHJD**

Type	Diesel	Diesel	Diesel
Make	JOHN DEERE	CATERPILLAR	JOHN DEERE
Model	4024TF281 (TIER III)	C2.2T (TIER III)	4045TF280 (TIER III)
Number of Cylinders	4	4	4
Bore and Stroke	3.39" x 4.13" (86 x 105mm)	3.3" X 3.9" (84 X 100MM)	4.19" x 5" (106 x 127mm)
Displacement	149 in <sup>3</sup> (2.4 L)	135 in <sup>3</sup> (2.2 L)	276 in <sup>3</sup> (4.5 L)
Total Oil Capacity	8.5 qts (8 L)	11.2 qts. (10.6 L)	9 qts (8.5 L)
Cooling System Capacity	14 qts (13.2 L)	14 qts. (13.2 L)	14 qts (13.2 L)
Battery Rating	12 Volts	12 Volts	12 Volts
CCA @ 0°F	700 Amps	700 Amps	700 Amps
Idle Speed	1650 RPM	1650 RPM	1650 RPM
Fuel Tank Capacity	29 gal (109.8 L)	29 gal. (109.8 L)	29 gal (109.8 L)
Horsepower @ rated RPM	49 HP	49 HP	80 HP
Full Load Speed	2650 RPM	2650 RPM	2500 RPM

Sullivan-Palatek, Inc.

**Warranty**

**New Portable Air Compressor Products**

Sullivan-Palatek, Inc. warrants its new portable air compressor products to be free from defects in material and workmanship, subject to the following provisions:

**Warranty Registration:** To validate the warranty for each product the purchaser shall complete and return the warranty registration form within 30 days of delivery.

**Warranty Period:** The warranty period for applicable Sullivan-Palatek products is as follows (subject to the Exclusions and Limitations noted below):

**Air ends on new machines – stator and rotor assembly:** the first to expire; 42 months from shipment by Sullivan-Palatek or 36 months from delivery to the first user. **Remainder of new portable air compressor machines:** the first to expire; 18 months from shipment by Sullivan-Palatek or 12 months from delivery to the first user.

**Parts, accessories and attachments sold separately from machines, excluding warranty replacement parts and hand tools:** the first to expire; 6 months from shipment by Sullivan-Palatek or 3 months from delivery to the first user.

**Warranty replacement parts:** remainder of the original warranty period of the replaced part.

**Sullivan-Palatek's Obligations:** Sullivan-Palatek's exclusive obligations with respect to breach of warranty are (i) to repair or replace (at Sullivan-Palatek option and subject to return of defective parts) any defective part, (ii) to pay the reasonable cost of making the repair or reinstalling the replacement part and (iii) only for air compressors having two or more axles, to reimburse up to four hours travel labor at the travel reimbursement rate and mileage at the mileage reimbursement rate up to 200 miles (100 miles travel radius) per event to make repairs.

**Customer's Responsibility:** As a condition to Sullivan-Palatek's obligations under this warranty, Customer shall (i) give Sullivan-Palatek written notice of any warrantable failure of any Sullivan-Palatek product within the applicable warranty period, (ii) make the product available for repair at a Sullivan-Palatek authorized repair facility, (iii) pay all costs of returning failed parts to Sullivan-Palatek, (iv) pay shipping costs for replacement parts, (v) pay reasonable travel expenses for field repairs performed at customer's request and (vi) pay the costs of investigating performance complaints that are not covered by this warranty.

**Exclusions and Limitations:** Air end seals are not warranted. Engines, tires and batteries are not warranted by Sullivan-Palatek and are warranted only by the manufacturers of these components. Sullivan-Palatek has no obligation for product failures or defects resulting from overloading, misuse, neglect, accident, failure to comply with Sullivan-Palatek's product manual or failure to install product improvements provided by Sullivan-Palatek. Use on a product of attachments, accessories or service parts not supplied or recommended by Sullivan-Palatek may, at Sullivan-Palatek's option, void the warranty of that product. Sullivan-Palatek has no obligation to pay costs of returning defective parts to Sullivan-Palatek or shipping replacement parts to customer.

**THIS WARRANTY IS SULLIVAN-PALATEK'S ONLY WARRANTY OF ITS PORTABLE AIR COMPRESSOR PRODUCTS AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SULLIVAN-PALATEK HAS NO OBLIGATION UNDER THIS WARRANTY OR OTHERWISE (REGARDLESS OF THE FORM OF ACTION) FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST INCOME.**

This warranty applies to all Sullivan-Palatek portable air compressors shipped after November 1, 2000 except to the extent expressly superseded by a later warranty. In the event of any conflict between this warranty and earlier warranty statements, the terms of this warranty will control.

# JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY



JOHN DEERE

## Warranty Duration

Unless otherwise provided in writing, John Deere\* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use

Note: In the absence of a functional hourmeter, hours of use will be determined on the basis of 12 hours of use per calendar day.

## Warranty Coverage

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 January 2007.

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

## Emissions Warranties

Emissions warranties appear in the operation and maintenance instructions furnished with the engine/machine.

## Obtaining Warranty Service

Warranty service must be requested of the nearest authorized John Deere engine service outlet before the expiration of the warranty. An *authorized* service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty.

Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations and the name of the John Deere division or subsidiary making this warranty are listed in the *Parts and Service Directory for John Deere Engines*.

At the time of requesting warranty service, the purchaser must be prepared to present evidence of the engine's delivery date.

John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. The limit, as of the date of publication of this statement, is US\$400.00 (US\$500.00 if engine is marine) or equivalent. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

\* "John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the user is located.

## **Purchaser's Responsibilities**

The cost of normal maintenance and depreciation.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.

Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.

The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location were the warranty service performed at the engine's location.

Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation.

Incidental travel costs including tolls, meals, lodging, and similar.

Service outlet costs incurred in solving or attempting to solve non-warrantable problems.

Services performed by a party other than an authorized John Deere engine service dealer, unless required by law.

Charges by dealers for initial engine start-up and inspection, deemed unnecessary by John Deere when operation and maintenance instructions supplied with the engine are followed.

Costs of interpretation or translation services.

## **No Representations or Implied Warranty**

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages or injuries including, but not limited to, loss of profits, loss of crops, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

## **Remedy Limitation**

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the cost of the engine.

## **No Seller's Warranty**

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of John Deere or to modify the terms or limitations of this warranty in any way.

## **Additional Information**

For additional information concerning the John Deere New Off-Highway Engine Warranty, see booklet *Engine Owner's Warranty - Worldwide*.

August 2011

Authorized John Deere Industrial dealers in WV

**LESLIE EQUIPMENT CO.**

1. 1284 Van Kirk Drive – Fairmont, WV 26554 304-534-5454
2. Rt. 33 West – Norton, WV 26285 304-636-6421
3. 6248 Webster Road – Cowen, WV 26206 304-226-3299
4. 19 Goff Crossing – Cross Lanes, WV 25313 304-204-1818
5. I-64 & Airport Rd. – Exit 125B – Beaver, WV 25813 304-255-1525

*ROPE, INC.*