



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
6611C018

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
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 03/09/2011	TERMS OF SALE Net 30 Days	SHIP VIA Best Way	FOB Origin or Destination	FREIGHT TERMS as indicated
BID OPENING DATE: 03/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66		
<p>ROAD AND HIGHWAY EQUIPMENT RENTALS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>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 FOR LEASE OF EQUIPMENT FROM INDIVIDUALS AND ORGANIZATIONS FOR PURPOSES AND LOCATIONS TO BE DETERMINED BY THE DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS</p> <p>NOTE: SCHEDULE I-IS FOR EQUIPMENT WITHOUT DELIVERY AND WITHOUT AN OPERATOR. SCHEDULE II-IS FOR EQUIPMENT WITHOUT DELIVERY AND WITH AN OPERATOR.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/21/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Shari Slone</i>	TELEPHONE 346-5301	DATE 3/28/2011	
TITLE President	FEIN 550624655	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 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).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011	Net 30 Days	Best Way	Origin or destination	as indicated

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ADDRESS THE INADVERTENT EXCLUSION OF SPECIFICATION PAGES FROM THE RFQ PACKET.						
BID OPENING REMAINS 03/31/2011 AT 1:30 PM.						
*****END ADDENDUM NO. 1*****						
0001	1	EA		975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Gray</i>	TELEPHONE 346-5301	DATE 3/28/2011
TITLE President	FEIN 55062955	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2011	Net 30 Days	Best Way	Origin or destination as indicated	
BID OPENING DATE: 03/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ADD PAGES THAT WERE INADVERTENTLY OMITTED FROM THE BID PACKET.						
*****END ADDENDUM NO. 2*****						
0001	1	EA		975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Gray</i>	TELEPHONE 346-5301	DATE 3/28/2011
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

CHARLESTON WV 25322

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>6011C018</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..X.....</p> <p>NO. 2 ..X.....</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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03/09/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... <i>Jay W. Gray</i></p> <p>SIGNATURE</p> <p>..... West Virginia Tractor Company</p> <p>COMPANY</p> <p>..... 3/28/2011</p> <p>DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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</p>						

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<p>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 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>						

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SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>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 AGENCY AS A CONDITION OF AWARD.</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 REFUSA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
6611C018

PAGE
6

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
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/31/2011** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 6611C018</p> <p>BID OPENING DATE: 03/31/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
6611C018

PAGE
7

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
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID:						
				304-346-5305		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Gary Grady		
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

XVIII
SUCCESSORS OR ASSIGNS

The terms of this agreement will apply to all lessees, successors or assigns of the parties hereto.

Note: Vendor should type Bid Schedule.

All contracts on Schedule II which requires equipment "with operator" Vendors should submit a copy of WV Contractor's License.

Vendor shall indicate that area which he wishes to lease equipment to the WVDOH by placing a check beside those Counties in said area. If Vendor fails to state which County or Counties he wishes to lease equipment to the WVDOH, it will be assumed that Vendor's bid is for statewide.

<input checked="" type="checkbox"/>	Statewide				
<input type="checkbox"/>	Barbour	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Ritchie
<input type="checkbox"/>	Berkeley	<input type="checkbox"/>	Logan	<input type="checkbox"/>	Roane
<input type="checkbox"/>	Boone	<input type="checkbox"/>	McDowell	<input type="checkbox"/>	Summers
<input type="checkbox"/>	Braxton	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Taylor
<input type="checkbox"/>	Brooke	<input type="checkbox"/>	Marshall	<input type="checkbox"/>	Tucker
<input type="checkbox"/>	Cabell	<input type="checkbox"/>	Mason	<input type="checkbox"/>	Tyler
<input type="checkbox"/>	Calhoun	<input type="checkbox"/>	Mercer	<input type="checkbox"/>	Upshur
<input type="checkbox"/>	Clay	<input type="checkbox"/>	Mineral	<input type="checkbox"/>	Wayne
<input type="checkbox"/>	Doddridge	<input type="checkbox"/>	Mingo	<input type="checkbox"/>	Webster
<input type="checkbox"/>	Fayette	<input type="checkbox"/>	Monongalia	<input type="checkbox"/>	Wetzel
<input type="checkbox"/>	Gilmer	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	Wirt
<input type="checkbox"/>	Grant	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	Wood
<input type="checkbox"/>	Greenbrier	<input type="checkbox"/>	Nicholas	<input type="checkbox"/>	Wyoming
<input type="checkbox"/>	Hampshire	<input type="checkbox"/>	Ohio		
<input type="checkbox"/>	Hancock	<input type="checkbox"/>	Pendleton		
<input type="checkbox"/>	Hardy	<input type="checkbox"/>	Pleasants		
<input type="checkbox"/>	Harrison	<input type="checkbox"/>	Pocahontas		
<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Preston		
<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	Putnam		
<input type="checkbox"/>	Kanawha	<input type="checkbox"/>	Raleigh		
<input type="checkbox"/>	Lewis	<input type="checkbox"/>	Randolph		

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliott Model G50 or similar							
AERIAL PLATFORM TRUCK Elliott Model L55 or similar							
AIR TRACK DRILL w/800 CFM Air Comp.							
ARROW BOARDS 4' x 8' panel 15 lamp							
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar							
ASPHALT HOT BOX 4 ton class, Heats Cold Storage Asphalt							
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 8,500 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
AUGER Trk. Mtd.							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	Hyundai	R160			\$3000	\$90	\$5
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	Hyundai	R160			\$3000	\$90	\$5
BACKHOE Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size							
HYRAM ATTCH ONLY 2,000 ft./lbs. min							
BACKHOE Crawler with a thumb							
BACKHOE LOADER Rubber Tired 55-85 DHP							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D							
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.							
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"							
BASE WIDENER SP (Shoulder Stone)							
BULLDOZER Crawler GD 65 -75 DHP D	Hyundai	H70			\$1900	\$90	\$5
BULLDOZER Crawler GD 80 -90 DHP D							
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER Crawler GD 130 -140 DHP D							
BULLDOZER Crawler TC 150 - 250 EHP D							
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Minch TCP 181 - 250 EHP D							
CHIP SPREADER SP							
COMPRESSOR 125 - 160 CFM Portwhl.							
COMPRESSOR 170 - 210 CFM Portwhl.							
COMPRESSOR 250 - 300 CFM Portwhl.							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
COMPRESSOR 350 - 375 CFM Portwhl.							
COMPRESSOR 600 CFM Portwhl.							
COMPRESSOR 700 - 800 CFM Portwhl.							
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
CONCRETE PUMP Trlr. Mtd. w/Hoses w/o Boom							
CONCRETE SAW Full Depth CAP - 24" Blade							
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max.							
CONCRETE VIBRATOR Mech.							
CONCRETE VIBRATOR Air							
CONCRETE VIBRATOR Electric							
CONVEYER Port. Elev. W/Dumpster 2T min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.							
CRACK SEALING MACHINE Trlr. Mtd. Dbl. Drum 100 - 125 GLN. D							
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mfile	Add. Mf.
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							
CRANE 20 - 25 T Cable D Crawler							
CRANE 25 - 30 T Cable, Trk. Mtd. G							
CRANE 30 T Hyd.							
CRANE, TELEBOOM 30 - 35 T SP							
CRANE, TELEBOOM 30 - 35 T Trk. Mtd. D							
CRANE 35 T Hyd.							
CRANE 40 T Hyd.							
CRANE 50 T Hyd.							
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank 1400 PSI min.	SECA	800			\$8000	\$90	\$5
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.	SECA	800			\$8000	\$90	\$5
DITCH SWITCH							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
DRILL Track Hoe Mtd.							
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D	Badger	460			\$ 7000	\$90	\$5
EXCAVATOR w/McMillen extreme duty earth auger or similar							
EXCAVATOR w/winch and Rev Drill Model 18 or similar							
EXCAVATOR w/winch and Rev Drill Model 27 or similar							
EXCAVATOR w/winch and Rev Drill Model 35 or similar							
EXCAVATOR w/Lodril attachment or similar							
EXCAVATOR Mini-Hyd. Track Mtd. 2,600 lbs. max.							
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP D 11,000 lbs. Track Width 6' out-to-out							
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket Track Width 6' out - to - out							
FLATBED TRUCK 1 T min.							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.							
GRAPPLE BUCKET Trk. Mtd.							
HAMMER (MOBILE) SP Pavement Brkr. Drop 70 HP min.							
HAMMER (DELMAG) PILE-D. D8-22							
HIGH FLOW SKID STEER							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: Trencher of any width							
HYDRO-SEEDER							
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.							
LAUNCH FRAME To Set Pre-stressed Concrete Beams							
LIGHT TOWERS PORT. 4 - 1,000 w/bulbs							
MANLIFT 40 ft.							
MANLIFT SP 80 ft.							
MANLIFT SP 130 ft.							
MESSAGE SIGN - PROGRAMMABLE							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mil.
MILLING PLANER / ON SKID STEER LDR. Operating capacity of at least 2150 lbs. 30" milling planer							
MILLING PLANER / ON SKID STEER LDR. 1 ft. cut min. to 5 ft. cut max.							
MORTAR MIXER 6 CF 5 HP G							
MOTOR GRADER 35,000-45,000 lbs. class							
MOWER TRACTOR Disc Type Attachment 3 pt. hitch							
PAVER Curb Extruding Type SP G							
PAVER HMA							
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44" Max Overall Height							
RIGGING SYSTEM (Catenary Scaffolding System) To Provide Inspection Access to Underside of Bridges							
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20' deep min.							
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class							
ROCK WAGON 20 -30 T							
ROLLER 5 T w/2 steel drums							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft.							
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D							
SCREENERS, Material Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW							
SHOULDER MAINTAINER PORT. Pull-type Adj. 1 - 5 ft. Spreadmaster AI-100 T or similar							
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width 1' - 6' and 6" - 12" depth							
STABILIZER (BO-MAG) SP 250 HP min.							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
STRAW / MULCH BLOWER Trk. Mtd.							
STREET SWEEPER SP 3.0 Cyd. (min.)	Elgin	Fury			\$6000	\$90	\$5
STREET SWEEPER SP 8.0 Cyd. (min.)	Elgin	Crosswind			\$8500	\$90	\$5
STREET SWEEPER SP Waterless Unit 8.0 Cyd. (min.)							
STREET SWEEPER Trlr. Type							
STREET SWEEPER-HYDROSTATIC Elgin Pelican III or similar	Elgin	PELICAN			\$8000	\$90	\$5
TRACTOR 170-185 hp class, 50,000 to 60,000 lbs.							
TRACTOR 80,000 lb GVW Tandem							
TRACTOR BOOM MOWER 110 to 120 hp, class							
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E							
TRAILER, EXTENDABLE 45 ft. to 75 ft.							
TRENCH PAVER (Base Widening Machine)							
UNDERBRIDGE INSPECTION UNIT 20 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 30 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 40 ft. maximum horizontal reach							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee		
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 60 ft. maximum horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 20 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 40 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 50 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 60 ft. horizontal reach							
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel	Vactor	2100			\$12500	\$90	\$5
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES							
WORK PLATFORM SP SL 25' High Platform 1,500# CAP							
WORK PLATFORM SP SL 35' High Platform 1,500# CAP							

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ <i>WITH OPERATOR</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.							
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 42,900 lbs.							
BACKHOE - CRWLR - HY-RAM 43,000 lbs. - 60,000 lbs.							
BACKHOE - CRWLR 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.							
CONCRETE PUMP Trlr. Mtd. w/hoses w/o Boom							
CONCRETE PUMP Trk. Mtd. w/hoses and Boom up to 30 meters							
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters							
CRANE 15 - 25 TON Hyd. Rough Terrain							
CRANE - Hyd., Trk. Mtd. D 30 TON							
CRANE - Hyd., Trk. Mtd. D 35 TON							
CRANE - Hyd., Trk. Mtd. D 40 TON							

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee		
	Manufacturer's Name	Model/Serial #	Without Delivery/ WITH OPERATOR	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CRANE - Hyd., Trk. Mtd. D 300 TON								
CRANE - Hyd., Trk. Mtd. D 500 TON								
CRANE - TELEBOOM SP 30 TON								
CRANE - TELEBOOM SP 35 TON								
CRANE - TELEBOOM SP 50 TON								
MILLING PLANNER 5' cut min. - EHP 280 cutter drum min.								
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44" Max Overall Height								
UNDERBRIDGE INSPECTION UNIT (Small, Bucket Type) 30 ft. max. horizontal								
UNDERBRIDGE INSPECTION UNIT (Large - Platform or Bucket Type) 50 ft. max. horizontal								
UNDERBRIDGE INSPECTION UNIT Snooper Series 230 or similar (Including driver and operator)								

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ <i>WITH OPERATOR</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT Snooper Series 260 or similar (including driver and operator)							
VACUUM TRUCK/JETT-RODDER 1" hose 65 - 85 GPM @ 3,000 PSI							

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.

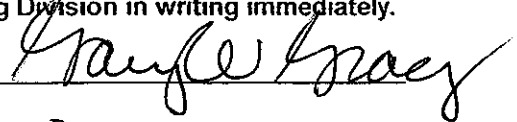
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to 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: 3/28/2011

Title: _____

President

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

RFQ No. 6611C018

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 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: West Virginia Tractor Company

Authorized Signature: *Garrett Gray* Date: 3/28/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28 day of March, 2011.

My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

Steven B. Basham

