

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

T

RFQ NUMBER 7011EC05

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 33 304-558-2402

26201

304-346-5301 WV TRACTOR COMPANY

CHARLESTON WV 25322

***709051756**

PO BOX 473

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV

304-472-1750

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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).



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

Request for REQNUMBER Quotation

7011EC05

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BUYER 33 304-558-2402

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

CHARLESTON WV 25322

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201

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DIVISION OF HIGHWAYS

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26201

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PAGE 4

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304-558-2402
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

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

Request for

7011EC05

304-558-2402

ADDRESS CORRESPONDENCE TO ATTENTION OF BUYER 33

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

CHARLESTON WV 25322

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201 304-472-1750

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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 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. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 33 RFQ. NO.: 7011EC05 SEE REVERSE SIDE FOR TERMS AND CONDITIONS

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

FEIN

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

*709051756

PO BOX 473

CHARLESTON WV

WV TRACTOR COMPANY

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

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304-346-5301

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26201

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PAGE 1

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RFQ COPY TYPE NAME/ADDRESS HERE	ENQUIPMENT DIVISION
West Virginia Tractor Company P.O: Box 473 Charleston, WV 25322	POUTE 33
P.O. Box 473	BRUSHY FORK ROAD
Charleston, WV 25322	UCKHANNON, WV
	26201 304-472-1750

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 591-2-M

OPEN END CONTRACT DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

NOTE TO BIDDER: Procurement Specification No. 591-2-M, 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.:	/011EC05		_		
	Bidder's Name:	_West Virginia Tractor	Company		_ 	
	Address:	P.O. Box 473 Charles	ton, WV 253	22	_	
	Telephone Number:	346-5301			<u>.</u>	
	Years Bidder has been registe	red to do business with	the State of	West Virginia:	28	YRS
	Years Company has been an a	authorized dealer for pr	roposed unit:		4	_YRS.
X3.2	Have you complied with all n	nandatory specification	s? _x	YESNO		
	DELIVERY: Delivery date of completed	representative unit:	45	Calendar Da Receipt of Purc	ys After hase Agreen	nent
X4.2.2	Delivery date of balance of co	ompleted units:	_120		ter Receipt o	

X5.0	AWARD CRITERIA;
X5.1	Price per unit:\$31,990per unit
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manufacture of proposed unit: Sakai SW320-1 2010 or later as ordered
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? x_YESNO
	Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? x_YESNO

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION:			MAKE:			
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	MAKE:				_ FUEL TYPE:	
				ENG	INE SERIAL:	
	COOLING SYSTE	M CAPACITY: _				
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BATTERY	/ MAKE:		MODEL:		CCA: _	HEIGHT
TOP OR S	IDE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT
CDADK DI	LIGS OR FUEL IN H	FCTORS MAKE:		PAK I #		
ELIEL DILK	MD OR INHFOTION I	PIMP MAKE:		MODEL.		
ALTERNA	ATOR MAKE:			PAKI #		
STARTER	MAKE:			PART #:		
TURBO C	HARGER MAKE:	MODI		PARI #	ALITO/MANILAI	•
TRANS. M HYDRAU	IAKE: LIC PUMP MAKE: _	MODI	5L:	MODEL:		.i
	MAKE		LUBR			
OIL			ENGI	NE		
	R		TRAN	ISMISSION		
AIR OUT	ER			ER STEERING		
FUEL PRI	MARY			RAULIC		
FUEL SEC	MARY		DIFF	ERENTIALS		
COOLAN	T		BRAK	E FLUID		
HYDRAU			COOL			
OTHER			OTHE	ER		

X6.3	TRAINING:							
	Will training seminar be conducted on Preventive Maintenance, Operator	and M YES _	echanic T	raining				
	Will you conduct training with each purchase order against this open	end co	ontract? _YES	NO				
	Will training be conducted within 2 working days from the delivery of the purchase order?	pilot v	unit on the _ YES	individual NO				
	If NO, explain time frame							
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		or to the _YES	NO				
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training?x YES NO	, video	s, project	ors, required				
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain	x_	_ YES	edures, and NO				
X6.5	WARRANTY AND SERVICE POLICY							
	Will the warranty and service you provide comply with all areas as stated _x_ YES No	in Sec O	tion 6.5 of	fspecifications				
	Is warranty literature attached?x	YES	NO					
	Describe:	YES	NO	1				
	Two years bumper to bumper parts and labor							

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.)

	Terms: Net 60 Manufacturer's published list price less:	
manu	ıfacturer's representati	ve facility. List name and location of manufacturer's representative.
know	/n.	
A. B. C.	Terms: Net 60	Manufacturer's published list price less:% discount
		nty, will all manufacturers or engineering improvements be submitted to Division ofx_YESNO
6. Du	aring the term of warra	nty, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$75.00 per mechanic hour
В.	_	
C.		
D.	Field Mechanic Rate	\$75.00 per mechanic hour
E.	Specify period of tir	ne that prices are in effect: _during warranty
E	Surcharge for misce	llaneous items: holidays and overtime 150%

X6.6	EVALUATION COMMITTEE REQUIREMENTS		
	Is all component specifications, product literature, component models product literature in the component models product literature in the component models product literature.	provided for Evaluation YES NO	
X6.7	Will all parts, equipment, accessories, material, design and perform specified herein, but which are necessary to provide a complete unand conform in strength, quality of material, and quality of workmadvertised and provided to the market in general by the unit indus	it, be furnished with the unit nanship to those which are	
X6.7.1	Are all parts and accessories adequate and regularly supplied as st those which may be duplications of specifications herein, and excepto be furnished?	tandard to be included except pt these by specification are not x_YESNO	ot
X6.7.2	Are all standard safety features that are required by Federal and S_xYES	State statutes of law included? SNO	•
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Divunit to the specifications. Should the bidder except a requirement, then the basis that such feature is not offered by the manufacturer. The Dividiscretion as to whether the bidder's substitution meets the requirement Manufacturer:Sakai Model:SW3	n such exception may be only or rision will have the sole ts of the specifications.	n
X7.1	Are roller(s) equipped with ROPS and FOPS canopy?	_x_YESNO	
X7.2	Is engine manufacturer's water/air cooled diesel powered	_x_ YES NO	
	HP: _34 and has sufficient torque to operate machine and hy efficiency	draulic system at maximum _x_ YES NO	
X7.3	Is steering of hydraulic, full power, articulated design?	_x_YESNO	
X7.4	Is unit a low profile design?	_x_YESNO	
X7.5	Unit weight:6545 pounds		
X7.6	Wheel base:77inches		
X7. 7	Does unit have dual drum drive with hydrostatic propulsion?	_x_YESNO	

X7.8	Is unit equipped with manufacturer's vandalism package?	x_	_YES _	NO	
X7.9	Unit has travel 0-7.5 MPH to 0-7.5 MPH forward and reverse				
X7.10	Engine:				
X7.10.	Is manufacturer heaviest duty dual fuel filtering system offered?		x_	YES	_NO
X7.10.	2 Has full pressure lubrication with oil filter and oil by pass system?		x_	_YES	_NO
X7.10.	Is governor manufacturer's standard with key shut off, wire sealed	by m x	anufactu _YES _	rer? NO	
X7.10.	4 Is cooling system filled with permanent type Dex-Cool extended point of -34° if unit is water cooled	l life	(or equal _x	al) to a fre _YES	eze _NO
X7.11	Brakes:				
X7.11.	1 Is service brake through hydrostatic propulsion system	_x	_YES _	NO	
X7.11.	2 Is parking brake spring-applied, hydraulically released on each drun	m dri _x_	ive? YES _	NO	
X7.12 X7.12.	Drums: Are drums manufacturers heavy duty design		x_	YES	NO
X7.12.	.2 Drum width: _47.2inches				
X7.12.	.3 Drum diameter:28inches				
X7.12.	.4 Are wiper bars mounted front and rear of each drum?	x_	_YES_	NO	
X7.12.	.5 Are wiper bars spring loaded, self adjusting	x	YES_	NO	
X7.12.	.6 Do wiper bars have replaceable rubber/neoprene drum cleaner	s?	x_	_YES	NO
X7.12	.7 Are front and rear drums of vibratory compaction type?	x	_YES_	NO	
X7.12	.8 Are vibrating parts isolated from rest of roller?	x	YES _	NO	
X7.12	.9 Are vibrating system isolators replaceable?	x	YES _	NO	
X7.12	.10 Will unit be equipped with automatic vibration switch?	x	YES_	NO	
X7.13 X7.13	Electrical: Does electrical system have manufacturer's heavy duty 12 volt	D.C _x	. negativ YES	e ground:	?

X7.13.2	Is manufacturers recommended heavy duty maintenance for	ee battery provide _xYES	ed? NO
X7.13.3	Battery CCA:675	1123	
X7.13.4	Alternator:60AMP with internal regulator		
X7.14 Will man	gauges be illuminated and equipped with visual or audible warning ufacturer recommended safe operating ranges are exceeded?	ng that will advise o xYES	perator when NO
X7.14.1	Is unit provided with hour meter operable from engine ope	ration (not key swi	itch)? NO
X7.14.2	Is ignition switch water sealed?	_x_YES	NO
X7.14.3	Fuel gauge?	_x_YES	NO
X7.14.4	Volt/amp meter gauge or light	_x_YES	NO
X7.14.5	Oil pressure gauge or light	xYES	NO
X7.14.6	Engine temperature gauge or light	xYES	NO
X7.14.7	Does operators station have manufacturer's fully adjustable isc	olation mounted sea	t with seat bel NO
X7.14.8	Is OSHA approved back-up alarm provided and installed l	oy manufacturer _x_YES	NO
X7.14.9	Does unit have a parking brake "on" indicator?	_x_YES	NO
X7.14.10	Is a neutral start safety switch provided	_x_YES _	NO
X7.15 Wat	er System:		
X7.15.1	Tank capacity:48 gallons		
X7.15.2	Is water system pressurized?	xYES	NO
X7.15.3	Is water flow variable?	xYES	NO
X7.15.4	Water filter(s) provided in system?	_x_YES	NO
X7.15.5	Screened back nozzle type sprayers on drums	xYES	NO
X7.15.6	Is empty water tank indicator provided?	xYES	NO

X7.15.7	Is water pump capable of "Run Dry" situation with	out damage to pump or components?x_YESNO
X7.15.8	Is water tank and complete water system constructed	d of rust proof materialsx_YESNO
X7.15.9	Does water tank have drain plug?	_x_YESNO
X7.16 Light	ting:	
X7.16.1	Is unit equipped with flashers visible from front and	rear of rollerx_YESNO
X7.16.2	Are work lights installed front and rear of roller	_x YES NO
	Are there 2 in front and two in rear	x_YESNO
X7.16.3	Is a low profile high intensity dual flash strobe light	mounted on top of cab/canopy
	Manufacturer: Model:	YES NO SEE ADDENDUM
	unit be delivered to WVDOH with all manufacturers ity features intact	recommended safety related decals andx_YESNO
X7.18 Is on	ne (1) complete set of replacement filters provided with	each unit upon delivery?x_YESNO
X7.19 Pain	t:	
X7.19.1	Is manufacturer's recommended paint preparation and o	color provided? x_YESNO
X7.20 Does	s vendor certify that roller offered meets or exceed the ct at time of manufacturer of unit?	"OSHA of 1970" or changes that are inx_YESNO
X7.21 Does	s unit conform to the advertising guidelines?	_x_YESNO
X7.22 Prev	rentive Maintenance and Operators Orientation/Training:	
X7.22.1	Have you attached a copy of proposed training prog Will you furnish all training aids?	gram along with schedule of coursex_YESNO
	Training schedule for operators and maintenance perso 6 hours in Buckhannon. We would like to limit the cla participants per class.	nnel should take about ss size to 15-20 maximum
	Paint is manufacturer's standard construction equipment will be cleaned and degreased prior to application of processing the standard construction and processing the standard construction of processing the standard construction and processing the standard construction and the standard construction are standard construction.	nt yellow enamel. Metal parts imer and finish coats.

PREBID ADDENDUM 70-11-EC05

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO BIDDER'S EVALUATION REPORT:

110 01111101	**************************************				
NO CHANGE	•	Ω		फ रक्ति दी	NO
X7.1 Are ro	ller(s) equipped with ROPS and FOPS car	nopy?	X	YES	NO
This	is not a ROPS with a sun shade	atta	ched.	It i	s a
	all steel ROPS/FOPS canopy tha	t mee	ets fê	deral	specs.
NO CHANGE			MEC	NIC	`
X7.15.6	Is empty water tank indicator provided?	X	. XE9 -	NU	,
NO CHANGE	PEOTIBED.				
	Is water pump capable of "Run Dry" situ	estion 1	vithout	damaga	to numn or
A/.I5./	components?	Y Y	VES	NC	io pamp oi
	components:		_ 185 _		•
FROM:					
X7.16.3	Is a low profile high intensity dual flash s	trobe l	ight mo	ounted o	n top of
287.10.0				NO	
			_		
	Manufacturer:	Mode	l:		
TO:					
X7.16.3	Is a Class 1 LED beacon mounted on top	of cab	/canopy	y ?	
		x_	_YES_	NC)
	Monufacturer Federal Signal	Mode	· I.E.D		

Rev. 09/08

11-16-10

Date:

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

DIVISION	with the determination of the recorder verteor recorder, a applicable.
1. x	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. <u>x</u> _	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. _ <u>x</u>	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.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authorize the requ	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
W Bidder:	est Virginia Tractor Company Signed: May Mad

Title:

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

	701EC05
RFQ No.	

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:

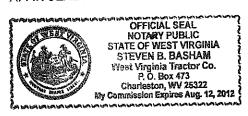
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently definquent or due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

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

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

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

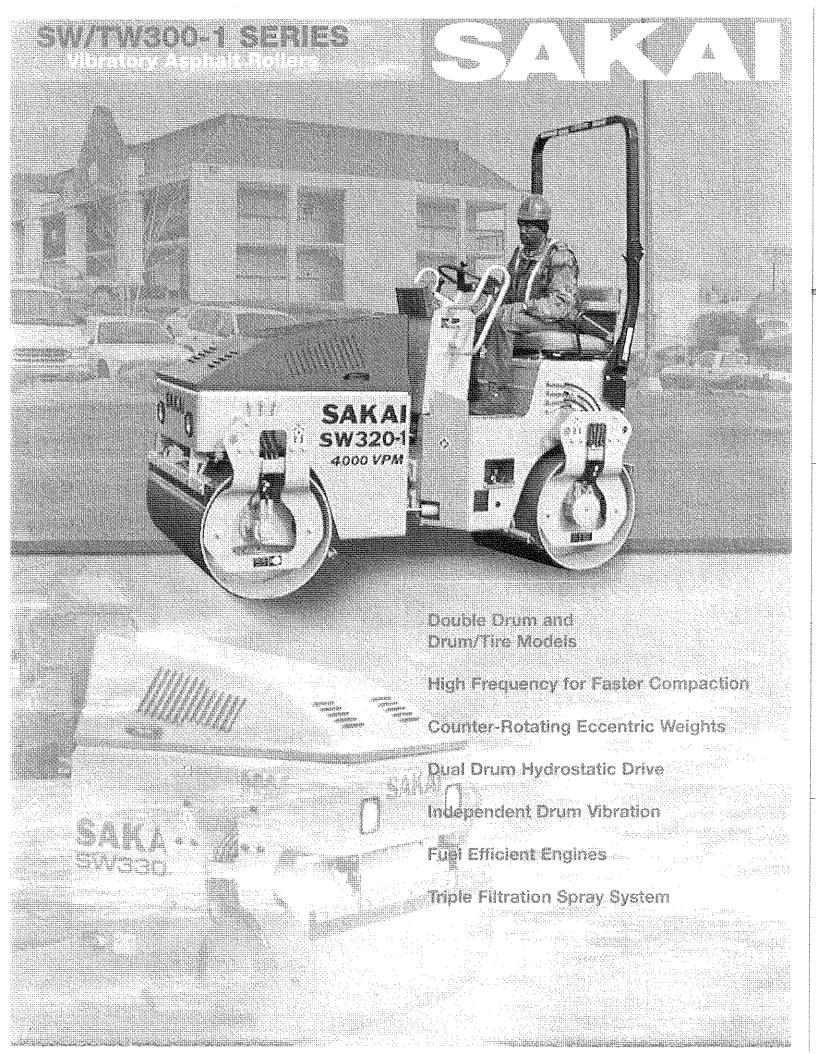
WITNESS THE FOLLOWING SIGNATURE Vendor's Name: __ Authorized Signature: West Virginia State of County of Taken, subscribed, and sworn to before me this 12 day of the subscribed November, 2010 Avgust 12 ,2012 NOTORY PUBLIC Steven B. Bashum AFFIX SEAL HERE



WEST VIRGINIA TRACTOR COMPANY

7011EC05 Exceptions to Specifications

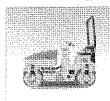
- 7.6 Our wheelbase is 77" instead of 68". However, the inside and outside turn radius is shorter than other rollers you have purchased.
- 7.12.2 Our drum width is 47.2" rather than 48".
- 7.13.4 Our alternator is 60 amp rather than 65 amp.
- 7.15.1 Our water tank capacity is 48 gallons rather than 50 gallons.



The Sakai SW/TW300-1 Series

are designed for small to medium range applications — municipal streets and county roads, highway shoulders and widening, driveways, parking lots, blke paths, and tennis courts. Sakai offers its SW300-1 Series double drum rollers in three different sizes for use on virtually any small or medium size job.

The TW300-1 Series offers combination drum/tire rollers in two different sizes. These models feature vibratory drums on the front end of the roller for rapid compaction and four complementary pneumatic tires on the rear for a kneading action and smooth surface finish.



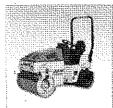
SW300-1 39-Inch Double Drum Vibratory Roller







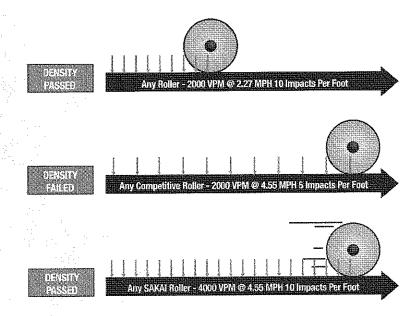
SW330-1 51-Inch Double Drum Vibratory



TW320-1 47-Inch Combination Vibratory Drum and Tire Roller

TW330-1 51-Inch Combination Vibratory Drum and Tire Roller





Powerful Performance

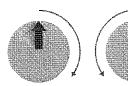
• Compaction System – The High
Frequency Difference – Sakai offers the
highest productivity of any compact vibratory rollers on the market. The SW/TW300-1
Series feature the same high frequency –
4.000 vpm – as larger Sakai machines. The
eccentric weights rotate faster – permitting
faster ground speeds while maintaining
the customary 10-12 impacts per foot.
Or the ground speed can be maintained,
increasing the impacts per foot and
achieving density in fewer passes.

Sakai vibratory rollers are engineered from the ground up to produce a true 4,000 vpm — unlike competitors' models that attempt to get faster compaction at the expense of the machine's components. Plus, smooth machined drums, excellent drum edge visibility, and a high 21-1/2" curb clearance permit smooth finishes in even the most confined applications. Tight side frame clearances permit work up close to walls, guard rails and other obstructions.

• Unique Eccentric Weight Design — All Sakai vibratory compactors offer our unique eccentric weight design. Sakai eccentric weights spin in a counterrotational direction. This feature directs the forces downward into the material, eliminating pavement shoving, scuffing and hairline cracks.

The Sakai hydrostatic vibration system consists of few moving parts. The hydraulic motor directly drives the eccentric shaft-type vibrator. The vibrator bearings are

automatically lubricated by an oil bath -- providing long life and easy maintenance.



Sakai Counter-Rotating Weights





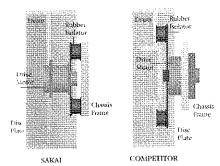
Competitive Unidirectional Weights

- Traction The SW/TW300-1 Series rollers offer dual drum or drum/tire drive to ensure excellent traction and eliminate bow wave build-up in front of the machine. The drive system is independent from the vibration system ensuring that all the vibration force is applied to the material. The drive and vibration motors are cross-mounted between the front and rear axles, balancing the weight from front to rear as well as left to right and keeping the machines rolling straight even at slower speeds.
- Efficient Engine The SW/TW300-1
 Series are powered by a fuel efficient, 35
 hp Kubota water-cooled, diesel engine.
 This engine fully complies with current

US emission standards. The engine is mounted on rubber isolators to absorb vibration. The engine hood is noise-suppressed and fully opens for simplified maintenance and safety.

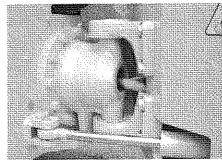
Heavy-Duty Components

* Patented Shock Isolation – Sakai is well known for its patented shock isolation systems. These custom designed shock isolators are stronger than any other on the market today. Located between the chassis frame and the drive motors, the shock isolators reduce the transmission of vibration back to critical machine components as well as the operator.



Competitive machines place the shock isolators between the drum and the drive motor – meaning these isolators wear out faster because the drive torque is transferred to the drum through the rubber isolators – whether the vibration system is on or off. This wear then causes the machine to jerk with changes in direction. This irregular movement can cause pushing/pulling of the asphalt material, rough surfaces or hairline cracks.

* Unsurpassed Spray System - Sakai asphalt rollers offer the most reliable pressurized spray systems available. The system consists of rustproof tanks, stainless pipes, and brass (not plastic) nozzles that can simply be cleaned or replaced by hand with a one-quarter turn twist. A triple filtration system consists of filters at the reservoir intake, in line, and at the nozzles to prevent contamination and debris from clogging the system. The system also provides a pressurized water spray across the full width of the drums, and spring-loaded. reinforced rubber scrapers swing open for easy clean-out. A release agent is available to help prevent asphalt from sticking to the tires during warm-up. All components in this system are easy to maintain on site.



• Unique Hitch Design — All Sakai vibratory compactors feature a unique heavy-duty hitch design that is exceptionally stronger than competitive models. This joint system provides better control, smoother steering and unmatched chassis stability while vertical oscillation provides uniform compaction on uneven surfaces. Lubrication intervals are only required every 250 hours vs. competitive models that require daily service.

High Safety Standards

- ROPS and Seat Belts Sakai believes that operator safety is a high priority.
 ROPS and seat belts are standard equipment on every Sakai roller sold in North America.
- Failsafe Braking System The SW/TW300-1 Series are equipped with a two-brake, three-way failsafe system. A hydrostatic service brake is located at the forward-reverse lever. A wet disc. spring-applied, hydraulically-released (SAHR) parking brake switch is located on the instrument panel. An emergency brake foot pedal activates both the hydrostatic and the SAHR brakes, and will automatically apply in the event of an engine or hydraulic system failure.

Operator Comfort

The SW/TW300-1 Series operator's station is a rubber-isolated deck designed to minimize the transmission of vibration to the operator and to reduce fatigue. Accessible from both sides of the machine, the operator's station, instrumentation and controls are conveniently located and within easy reach and view of the operator. The machines also provide an excellent view of all drum edges, and 360° visibility from the operator's seat.

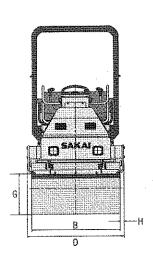
Superior Serviceability – Fast Support

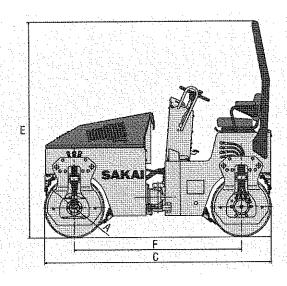
The SW/TW300-1 Series rollers provide a fully opening engine hood for easy access to all main components including the engine, radiator and hydrautic components. The hydrautic system includes conveniently located pressure gauge ports. The vibrator bearing lubrication system consists of an oil bath that keeps the system lubricated regardless of conditions or terrain. ROPS fold down for simplified site-to-site transport.

Sakai has been building high quality construction equipment since 1918. We manufacture more vibratory compactors annually than anyone else in the world. Sakai stocks component parts for all its products and if necessary, these parts are available via over-night dispatch from their North American headquarters in Georgia. Call (800) 323-0535 for prompt assistance with all your application and service needs.



			SW.20			
Occasion World	lbs	6,235	6,560	6,730	6,031	6,135
Operating Weight	ka	2.825	2.976	3.053	2,732	2.783
On Front Drum	lbs	2,880	3,110	3,195	3,132	3,217
On thou oran	λg	1.305	1,410	1,450	1,417	1,459
On Rear Drum	lbs	3,355	3,450	3,535	2,899	2,918
	ka	1,520	1,566	1,603	1,315	1.324
Vibration Frequency	VPM	4,000	4,000	4,000	4,000	4,000
	Hz	67	67	67	67	67
Centrifugal Force	lbs	7,055	7,055	7.055	7,055	7,055
per Drum	kN	31	31	31	31	31
Nominal Amplitude	nches	0.013	0.013	0.013	0.013	0.013
	mm	0.33	0.33	0.33	0.33	0.33
Engine/Model Type			Kubota D 1703-M	ET01 Water-cooled, Tie	r IV Diesel	
Power hr	5 / KW	35 / 26	35 / 26	35 / 26	35 / 26	35 / 26
	min-1	2,800 / 2,800	2,800 / 2,800	2,800 / 2,800	2,800 / 2,800	2,800 / <i>2</i> ,800
Tires (4)		N/A / N/A	N/A / N/A	N/A / N/A	9.5/65-15-6PR S	mooth Tread
Gradability percent / c	leame	44 / 23	40 / 21	38 / 20	40 / 21	38 / <i>20</i>
Fuel Tank Capacity gallons		13.2 / 50	13.2 / 50	13.2 / 50	13.2 / 50	13.2 / 50
Spray System Capacity gallons		48 / 180	48 / 180	48 / 180	48 / 180	48 / 180
Liquid Tank for Tires gallons	27.22 464 516 16 on en en en en	N/A / N/A	N/A / N/A	N/A / N/A	2.6 / 10	2.6 / 10
Brake Types		22.7 22	Hydrostati	, Wet Disc, SAHR, Foot	brake	A. 2.43112223 Torress
Steering Types	H. S. C.	reconnected as 2005 Control of the process of a season Mah. 2005 Con		ed with Heavy-Duty Hite		AND AND AND THE WORK WAS ARREST AND A STREET A
Dimensional Data		na anna air an 130 kilo 277 197 tigin a na anna ann ann ann an deiseadh an air ann an 1	man managaman A. S.			
	∠mm	28 / 700	28 / 70 0	28 / 700	28 / 700	28 / 700
7	7 mm	39 / 1,000	47 / 1,200	51 / 1,300	47 / 1,200	51 / 1,300
Overall Length C inches	7 mm	104 / 2,650	104 / 2.650	104 / 2,650	104 / 2,650	10 4 / 2,650
	7 mm	44 / 1.120	52 / 1.330	56 / 1,430	52 / 1,33 0	56 / 1,430
	7mm	96 / 2,440	96 / 2,440	96 / 2,440	96 / 2,440	96 / 2,440
	7 mm	77 / 1,950	77 / 1,950	77 / 1,950	77 / 1,950	77 / 1,950
Curb Clearance G inches	i/mm	21.5 / 550	21 <i>.</i> 5 / 550	21.5 / 550	21.5 / 550	21.5 / 550
Side Overhang H inches	/mm	2.6 / 65	2.6 / 65	2.6 / 65	2.6 / 65	2.6 / 65
Ground Clearance Inches	7 mm	10 / 250	10 / 2 50	10 / 250	10 / 250	10 / 250
Outside Turning Radius inches	√mm	150 / 3,800	150 / <i>3,800</i>	150 / 3,800	150 / 3,800	150 / 3,800
	/mm	111 / 2,820	103 / 2,615	99 / 2,515	103 / 2,615	99 / 2,515







Your authorized Sakai dealer:

Sakai America Inc. 90 International Parkway, Adairsville, GA 30103 Tel 770-877-9433 or toll free 800-323-0535 Fax 770-877-9886 • www.sakaiamerica.com

SW/TW300BROC808



STANDARD WARRANTY CERTIFICATE - This will be extended to two years bumper to bumper parts and labor

Sakai America Inc. WARRANTY CERTIFICATE

SAKAI WARRANTS that all products manufactured by SAKAI are free from any defects in material and workmanship subject to the following terms and conditions.

Warranty Period One

For the period of 12 months or 1,000 hours on the meter, whichever comes first

Standard Warranty Policy

If any defects should be found in the original performance or function of SAKAI products within the period stipulated in the preceding clause, replacements and necessary repairs shall be made only when the manufacturer acknowledges that such defects are attributable to faulty material or workmanship of SAKAI products.

Extended Warranty Period

Any New Sakai Machine delivered to the dealer after April 1st 2005 comes with a **Power Train Warranty** for months 13 thru 36 or 1001 thru 3000 hours which ever comes frist. A \$250 deductible will apply per occurrence under the extended period.

Warranty Does Not Apply.

SAKAI's warranty does not apply to the following cases even if they occur during the warranty period.

- a. Claim for damage or defects attributable to faulty assembly work and/or defective substitute parts locally procured.
- b. When repair is required due to accident, misusage or negligence.
- c. Where modifications have been made without any prior approval by SAKAI.
- d. When user does not file claim within the period of fifteen (15) days from the date of repair.
- e. Bulb, fuses, glass, clutch facing, brake lining, fuel injection nozzle, filter element, or other similar parts.

SAKAI

COMMERCIAL EQUIPMENT SERVICE CONTRACT

rev 05/09/06

SAKAI COMMERCIAL EQUIPMENT SERVICE CONTRACT, hereafter referred to as Sakai, will take effect immediately upon expiration of base factory warranty and will continue until the expiration date specified on Service Contract Certificate. This Service Contract will be void if Sakai has not received a Transaction Report Registration at the time the machine is placed in service.

NATURE OF INSURANCE: To indemnify the Assured against their contractual liability to the original purchaser of the Machinery described in the schedule to which this insurance applies for damage to such Machinery by Breakdown as defined occurring during the period of insurance specified on Evidence Certificate.

THE TERM "PRODUCTS": Shall include only the following equipment models sold by Sakai: CV, GW, SW, SV, TS and TW Compaction Equipment.

DEDUCTIBLE: \$250.00 USD per occurrence - (Deductible waiver available for purchase at time of machine purchase)

Parts Warranty: Sakai warrants the parts ordered from the parts department to be free of defect in manufacture or materials for a period of 90 days from date of purchase from Sakai.

DEFINITION OF BREAKDOWN: Breakdown shall mean any electrical, hydraulic or mechanical breakdown of a Covered Component shown to be due solely to defective materials or factory workmanship necessitating repair or replacement before it can resume work

POWER TRAIN COVERAGE:

- ENGINE: Block, Cylinder Liners, Front & Rear Engine Covers, Crankshaft, Crankshaft Bearings & Gears, Front & Rear Crankshaft Seals, Damper, Flywheel Ring Gear, Cylinder Heads, Rocker Arm Assembly, Valves (Intake/Exhaust), Valve Cover & Gasket, Camshaft & Bearings, Camshaft Drive Gear, Timing Gears, accessory Gears, Pistons & Rings, Connecting Rods & Bearings, Water Pump, Fuel Lift Pump, Injection Pump, Turbocharger, Oil Pump, Oil Pan & Gaskets. All parts within the above systems.
- TRANSMISSION: Transmission Case, Counter Shaft Clutch, Clutch Plates (wet only), Clutch Discs (wet only), Internal Wet Service Brakes, Transmission Pump, Torque Converter, Wet Steering Clutches, Splitter Drive, Transfer Drive, Electronic/Hydraulic Transmission Control Valves, Hydrostatic Transmission Charge Pump, Hydrostatic Transmission Variable Displacement Pump, Hydrostatic Transmission Rotary Group, Internal Transmission Control Linkage.
- DIFFERENTIAL / FINAL DRIVE: Differential Housing, Differential Pinion Gear / Ring Gear, Drive Axle Hub, Final Drive Planetary Gears, Final Drive Pinion, Planetary Gear Carrier and all parts contained in the above system.
- DIFFERENTAIL / FINAL DRIVE HYDROSTATIC (Hydrostatic Units): Hydraulic Drive Pump, Hydraulic Drive / Travel Motor, Swing Motor & Swing Gear Box, Control Valve (Travel and Swing functions only).
- COMPACTION PAVING EQUIPMENT: Propulsion System Hydraulic Components, Torque Hubs, Pump Drive, Splitter Box, Reduction Unit, Vibration System Hydraulic Components, Eccentric Mechanism, &

Bearings, Steering Valve, Steering Cylinder, rod, a& Packing.

STANDARD EXCLUSIONS/ITEMS NOT COVERED

The following items are not covered under the Service Contract (the following list is not exhaustive):

- Items sold by an individual, corporation, partnership or any other organization or legal entity that is not an authorized Sakai Distributor or Sakai America, Inc.
- Replacement of Assemblies: Sakai has the option to repair
 or replace any defective part or assembly. It is Sakai's policy
 to refuse claims for the replacement of a complete assembly
 that is field repairable by the replacement or repair of
 defective part(s) within the assembly.
- 3. Normal Operational Maintenance Services and Wear Parts: Maintenance services and wear parts are excluded from Service Contract claims. Maintenance services not covered include, but are not limited to, such items as: tune up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
- Deterioration: Work required or parts exposed as a result of age, storage, weathering, lack of use, demonstration use.
- Secondary Failures: Should the buyer continue to operate a
 machine after it has been noted that a failure has occurred,
 Sakai will not be responsible under the service contract for
 resultant damage to other parts due to that continued
 operation.
- Workmanship of Others: Sakai does not accept responsibility for improper installation or labor costs of personnel other than authorized Sakai America, Inc. Distributor personnel.
- 7. Incidental or Consequential Damage: Sakai will not be liable for any Incidental or Consequential Damage of any kind, including, but not limited to, lost profits, loss of production, increased overhead, loss of business opportunity, delays in production, costs of replacement components and increased costs of operation that may arise from the breach of this Service Contract. Customer's sole remedy shall be limited to (at Sakai's sole option) repair or replacement of the defective part.
- Diagnostic Labor: Sakai shall be responsible for maxim of 4 hours of diagnostic labor.
- Expense. Travel expenses such as meals and lodging or over time and premium labor rates.

APPLICATION FOR SERVICE CONTRACT: This SERVICE Contract shall apply to new Machinery declared to and agreed by Sakai and for which full details have been supplied. Upon agreement of a declaration hereunder Sakai will issue to the End User a numbered Service Contract Certificate incorporating full detail of the risk(s) declared and upon payment of the premium shown thereon.

TRANSFERABILITY OF SERVICE CONTRACT: The unused portion of this Service Contract may be transferred to a New Owner, provided that (i) the Contract has not been voided or breached by the transfer or prior to transfer, (ii) Sakai has received a Transaction Report registration for the relevant product, (iii) the transfere complies and returns to Sakai the appropriate Contract transfer documentation, which shall be provided upon request and a one time US \$50.00 transfer fee has been paid. Please contact your local Sakai America Distributor for additional details if needed.