



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
7011EC24

PAGE
1

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

VENDOR

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

 CHARLESTON WV 25322

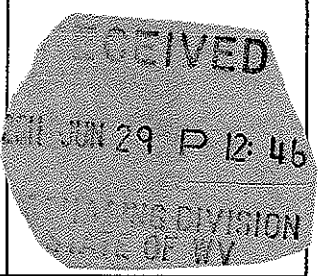
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-81		
<p>20 TON TILT TOP TRAILERS</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 20 TON TILT TOP TRAILERS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT PAULREYNOLDS@WV.GOV WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>Paul Reynolds</i>	President	550621655	346-5301	6/23/2011
				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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VENDOR
 *709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2011	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/21/11 @1:30 P.M.						
TO: 06/29/11 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		070-81		
20 TON TILT TOP TRAILERS						
***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 346-5301 DATE 6/22/2011
 TITLE President FEIN 950621655 ADDRESS CHANGES TO BE NOTED ABOVE

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



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06/21/2011	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		070-81		
20 TON TILT TOP TRAILERS						
***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gayle Gray</i>	TELEPHONE 346-5301	DATE 6/24/2011
TITLE President	FEIN 550921655	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
MANDATORY PRE-BID						
<p>A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY 06/01/11 AT 10:30 AM, 2019 WASHINGTON ST.,E, CHARLESTON WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
					7011EC24	
				REQUISITION NO.:	
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1 <input checked="" type="checkbox"/>		
				NO. 2 <input checked="" type="checkbox"/>		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				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.		
				 SIGNATURE West Virginia Tractor Company		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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WV TRACTOR COMPANY
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BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p align="center">COMPANY 6/22/2011 DATE</p>		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p>						

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<p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. We do not wish to extend this contract to local government bodies.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				PAUL REYNOLDS - FILE 33		
RFQ. NO.:				7011EC24		
BID OPENING DATE:				06/21/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305						

CONTACT PERSON (PLEASE PRINT CLEARLY):				Gary Grady		

***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL: _____						

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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.253-1-S

20 TON TILT TOP TRAILER

NOTE TO BIDDER: Procurement Specification No. 253-1-S, 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.: 7011EC24

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 29 YRS.

Years Company has been an authorized dealer for proposed unit: 29 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$25,900 per unit

X6.0 SPECIFICATIONS - GENERAL

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

ROGERS BROTHERS Model TT20-25.5/96/2XSP 2011 or later as ordered
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included? YES NO

Describe:
_____ Two years bumper to bumper parts and labor _____

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

Standard warranty extended to two years bumper to bumper parts and labor

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

Work under warranty to be performed at West Virginia Tractor Company in Charleston, WV

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

Rogers parts to be provided by West Virginia Tractor Company in Charleston, WV

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: ___ - ___ % discount
B. Terms: Net 60 Manufacturer's published list price less: ___ - ___ % discount
C. Terms: Net 90 Manufacturer's published list price less: ___ - ___ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A. Shop Rate \$ 75.00 per mechanic hour

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

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

D. Field Mechanic Rate \$ 75.00 per mechanic hour

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

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

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?
 YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?
 YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?
 YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: ROGES BROTHERS _____ Model: TT20-25.5/96/2XSP _____

X7.1 Trailer capacity loaded rating at 65 MPH 40,000 pounds?

X7.2 PLATFORM:

X7.2.1 Specify platform length: 25'6" feet/inches?

X7.2.2 Specify platform width: 96 inches?

X7.2.3 Specify platform height: 36 inches?

X7.2.4 Platform Construction:

X7.2.4.1 Is the platform lightweight/completely flat? YES NO

X7.2.4.2 Does the platform frame have four (4) or more high tensile strength steel main beams running lengthwise the full length of the platform; two (2) inside beams and two (2) outside rail beams? YES NO

Specify main beam design, type, dimensions, and tensile strength/section modulus?
(4) high tensile strength steel channels full length of the platform: (2) inside channels and (2) outside channels (C10X15.3 lb.) All (4) channels are C10X15.3 and A572A Grade 50.

X7.2.4.3 Are the main beams pierced so that the cross members pass through them/run continuously from one (1) rail to another? YES NO

X7.2.4.4 Are the platform cross members of high tensile strength steel and of a sectional modulus that will support the GVWR of the unit? YES NO

State the cross beam, design, type, dimensions, and tensile strength, or section modulus:

(9) cross beams W4X13# A36
(4) cross beams W6X9# A36
(3) cross channels C4X5.4 A36
(2) cross channels C6X8.2 A36

X7.2.4.5 Are the platform cross members spaced on centers that will provide maximum strength to the platform? YES NO

Specify cross members center spacing distances:
Approximately 16" at the front half of the deck and approximately 12" at the rear half of the deck.

X7.2.4.6 Are all cross members welded to the main beams at the pass through point, thus forming an interlocking platform frame? YES NO

X7.2.5 DECKING:

X7.2.5.1 Is the platform deck constructed of approximately two (2") inches thick and approximately nine (9") inches wide red oak or white oak lumber? YES NO

Specify type and dimensions of lumber used: 1 3/4" actual X 9" white oak, #1 grade, air dried.

X7.2.5.2 Is the decking lumber kiln dried or air dried? (Check the appropriate drying method?)

X7.2.5.3 Is the decking lumber No.1 common grade or better with all existing knots being solid and 1 1/2 inch diameter or less? YES NO

X7.2.5.4 Does all decking lumber have good, sound, square edges? YES NO

X7.2.5.5 Is decking lumber free of cracks, bark, and heartwood? YES NO

X7.2.5.6 Is all the decking lumber laid lengthwise, from front to back the full length of the platform, except over the wheels? YES NO

X7.2.5.7 **Is all decking lumber secured to the platform cross members with floor clips/counter-sunk fasteners in sufficient numbers at sufficient locations/spacing so as to provide maximum strength and prevent warping?** YES NO

X7.2.6 DECKING WHEEL COVERS:

X7.2.6.1 All wheels covered with steel treadplate of 3/16" thickness or greater? YES NO

X7.2.6.2 Hardwood decking lumber underneath the treadplate wheel covering? YES NO

X7.2.7 PLATFORM/DECK OPERATIONS:

X7.2.7.1 Is the tilting platform balanced in a manner that will allow opening/closing with the weight of one (1) person of approximately 175 pounds? YES NO

X7.2.7.2 Is there a tilt limiting chain attached between the tilting platform/the tongue/chassis to prevent tilting beyond the cushion cylinder stroke length? YES NO

X7.2.8 CUSHION CYLINDER:

Is one (1) or more hydraulic cylinders installed between the main frame/the tilt platform to cushion the platform when opening/closing? YES NO

State number of cylinders, size and location: (2) 2 1/2" X 16" cylinders between the main frame and the tilt platform,

X7.2.9 PLATFORM LOCK:

X7.2.9.1 Is there a positive constant pressure, over center lock with a steel handle, that will accept a safety pin? YES NO

X7.2.9.2 Is platform lock safety pin attached to chain, chain welded to lower frame/tongue in close proximity to lock handle so pin can be inserted into lock while attached to chain YES NO

X7.2.10 APPROACH PLATE:

X7.2.10.1 Is a tapered steel approach plate mounted to the rear of the tilting deck? YES NO

Describe approach plate construction: 3/16" rear plate cover, flipper ramp

X7.2.10.2 Approach plate 3/16 inches steel tread plate (or equal) and extends tapered 11 1/2 inches from tilt deck YES NO

X7.2.10.3 Is the approach plate designed to also serve as a safety bumper with all rear lights exposed when in the traveling or up position? YES NO

X7.2.11 DECK HEADBOARD:

Is there a six (6) inch high steel safety headboard mounted across the full width of the platform front? YES NO

X7.2.12 DECKING LASHING RINGS:

X7.2.12.1 There are 8 heavy duty lashing rings, (16 total) equally spaced on each side of the platform and secured to the side rails? YES NO

X7.2.12.2 Are the lashing rings made of forged steel and of sufficient strength to withstand tight ratchet lashing of load equal to the trailers maximum capacity? YES NO

X7.3 SUSPENSION:

X7.3.1 Does the suspension system consist of one (1) heavy duty 44,000 lbs capacity, tandem axle, spring suspension, designed for through axles? YES NO

X7.3.1.1 Is suspension system rubber mounted type/ requires no lubrication? YES NO

X7.3.2 Are there two (2) heavy duty 20,000 lbs each, through type axle mounted with 49 inch spacing? YES NO

X7.3.3 TIRES:

X7.3.3.1 Are there eight (8) steel belted radial tires of a size and load rating that will handle the trailer loaded capacity at 40,000 lbs. at 65 MPH? YES NO

Manufacturer and Model: Yokohama 215/75R17.5(H) RY623

X7.3.4 WHEELS:

Manufacturers standard Budd type disc style YES NO

Manufacturer/Model/ Size: 17.5 X 6.75 hubb piloted

X7.3.5 Are the wheel oil seals Stemco type or equal? YES NO

X7.3.6 Are there two (2) of the manufacturers standard mud flaps for unit bid, mounted? YES NO

X7.4 BRAKES:

X7.4.1 Does the service brake system consist of a two (2) line, full air, cam type with slack adjusters and four (4) 12 1/4" x 7 - 2" drums with an air emergency brake system conforming to ICC specifications? YES NO

X7.4.1.1 Does the complete system include all tubing, a reservoir of adequate capacity and an air brake chamber on each of the wheels? YES NO

X7.4.1.2 Are all air hoses/couplers necessary to connect the trailer to the couplers on the towing vehicle provided? YES NO

X7.5 ELECTRICAL SYSTEM:

X7.5.1 Are all electrical circuits wired through automatic circuit breakers? YES NO

X7.5.2 Is all electrical wiring routed through plastic conduit and mounted with rubber grommets?

YES NO

X7.5.3 Is all wiring mounted above the lowest cross member height in a manner that will protect the system from ground obstacles? YES NO

X7.5.4 Is all wiring of ten (10) or twelve (12) gauge? YES NO

X7.5.5 Does the entire electrical system meet all State/Federal standards? YES NO

X7.5.6 LIGHTING AND REFLECTORS:

X7.5.6.1 Is the trailer equipped with at least two (2) rear brake lights, tail lights and signal lights (LED type)? YES NO

X7.5.6.2 Are all required rear/side identification lights/reflectors provided (LED type)? YES NO

X7.5.6.3 Is a license plate bracket/plate lightning provided? YES NO

X7.5.7 Is the manufacturers standard quick-disconnect electrical plug/socket furnished? YES NO

X7.6 MAIN FRAME AND TONGUE:

X7.6.1 Is the main frame/tongue of the straight through design, i.e.; suspension system attached directly to main frame and not the load YES NO

X7.6.2 Is the main frame/tongue of high tensile strength steel I-beam of sufficient strength and **sectional modulus to withstand units maximum GVWR @ 65 MPH?** YES NO

State main frame/tongue type, construction, beam dimensions, tensile strength/sectional modulus:

Straight through design, high tensile strength steel I-beam, W10X26# A572 Grade 50

X7.6.3 Tongue Length: Distance from the front of load deck to center of pintle eye 80 inches

X7.6.3.1 Is weather resistant lockable tool box provided between load deck and pintle but not interfere with trailer tilt locking device YES NO
Sufficient size for chains and binders: 29 3/4 X 35 3/4 X 18 7/16 X 10" deep – Fits the shape of front frame

X7.6.4 HITCH:

X7.6.4.1 Is hitch heavy duty pintle eye type? YES NO

X7.6.4.2 The diameter of the inside of the pintle eye 3 inches

X7.6.4.3 Hitch has 4 adjustable position ranging from 19 inches to 30

X7.6.5 TONGUE STAND:

X7.6.5.1 Lift capacity of tongue 50,000 pounds

X7.6.5.2 Is tongue jack the manual crank style with a pin drop base? YES NO

X7.6.6 SAFETY CHAINS:

X7.6.6.1 Are two (2), 1/2 inch grade #70 or better plate chains, each 132 inches long with grab hooks of ample strength to hold the trailers GVWR provided?

(1) chain 132" long YES NO

X7.6.6.2 Is the connection of the safety chains to the trailer equal to or greater than the chains tensile strength? YES NO

Are they welded? YES NO

X7.7 Does unit have a WV. State Inspection Sticker? YES NO

X7.8 PAINT:

X7.8.1 Is trailer painted manufacturers standard color? YES NO

X7.8.2 Does trailer comply with NHTSA conspicuity requirements YES NO

Is red and white reflector tape installed on drawbar and side channel YES NO

X7.9 **Standard features that are offered and not addressed**

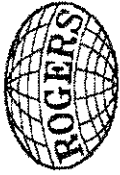
X7.10 **Does the proposed unit meet or exceed the Occupational Safety and Health Act of 1970"** YES NO

X7.11 Does the unit conform to advertising guidelines? YES NO

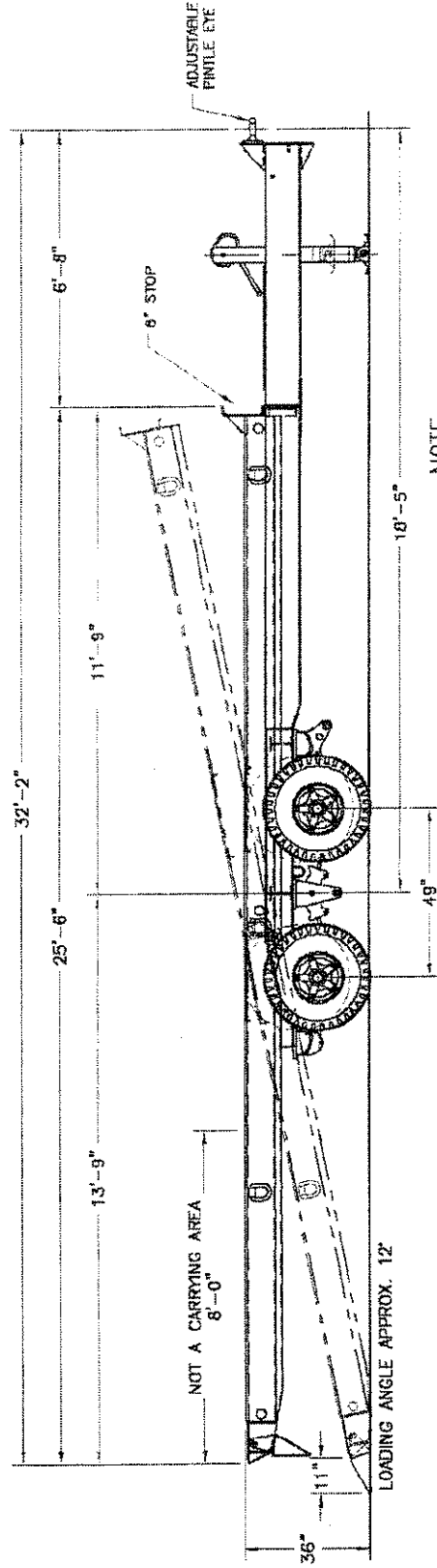
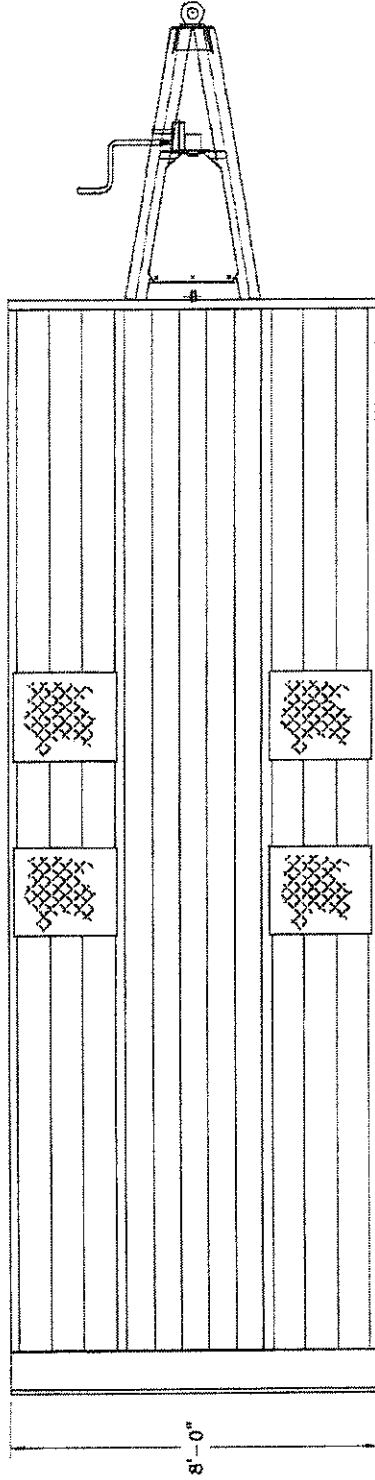
ROGERS BROTHERS CORPORATION

ALBION, PA. 16401

MODEL TT20-25.5/96/2XSP



...SINCE 1905



NOTE:

ALL ILLUSTRATIONS, WEIGHTS, AND SPECIFICATIONS ARE APPROXIMATE. THESE MAY VARY WITH MODEL CHANGES. DIMENSIONS ARE IN INCHES SUBJECT TO ENGINEERING REVISION AS REQUIRED. SOME OPTIONAL EQUIPMENT MAY BE SHOWN.

(8) - 215/75R17.5(H) LOW PROFILE TUBELESS RADIAL TIRES

4 - SPRING SUSPENSION

ROGERS® SEVEN YEAR LIMITED STRUCTURAL WARRANTY

Limited Structural Warranty: Rogers Brothers Corporation (RBC) warrants each new trailer structure manufactured by us to be free from defects in material and workmanship under normal usage and service for a period of seven (7) years after delivery of the trailer to the customer. Warranty coverage will be in accordance with the schedule below. Trailer structure shall be considered the framework of the trailer (gooseneck, main frame and/or rear frame) which is fabricated by RBC. This warranty is not transferable to any other customer who may purchase this trailer from the original owner within the seven-year period.

Structural Warranty Coverage Schedule: RBC shall bear that portion of the cost of repairing or replacing any trailer structure found to be defective within the seven-year warranty period based on the following schedule:

One year: 100%	Two years: 90%	Three years: 80%	Four years: 70%
Five years: 60%	Six years: 50%	Seven years: 40%	

Warranty of Other RBC-Manufactured Components: RBC warrants other RBC-manufactured components of its trailers (other than the trailer structure), with the exception of loading ramps, for a period of one (1) year after delivery of the trailer to the customer. RBC makes no warranty of loading ramps, or of components supplied by other manufacturers, and the RBC warranty of its own components will not expand or alter in any way the warranties of the original manufacturers and suppliers of components or accessories. RBC will assign to the customer any warranty rights it receives from the component manufacturer or supplier. Please contact your dealer in the event of a problem with the trailer or its components. In general, components will be subject to the following manufacturers' warranties:

- 1) Axles, suspensions, wheels, rims, hubs, landing gear, hydraulic valves, and RBC-manufactured components:
One year: 100% Over one year: 0%
- 2) Cylinders, brake drums, brake valves, oil seals, shock absorbers, springs, air bags, leveling valves, air lines, bearings, electrical, hydraulic hoses/connections and paint: One to six months: 100% Over six months: 0%
- 3) Tires and tubes: Make claim directly to local tire dealer.
- 4) Engines: Make claim directly to local engine dealer.
- 5) Wear parts, including light bulbs, brake lining, all loading ramps and wood: 0%

Regulatory Warranty: Our trailers are manufactured to conform to all applicable Federal Motor Vehicle Safety Standards in effect on the date of manufacture. We do not warrant trailers to be in compliance with any other federal, state or local laws, rules, regulations, or orders.

Specific Exclusions: Our limited warranty is subject to specific exclusions, and does not apply to any trailer which has been: 1) subjected to or operated with loads which, at anytime, have exceeded the trailer's rated capacity or design limits; 2) repaired or altered outside our factory in any way so as, in our judgement, to affect its stability or reliability; 3) subject to misuse, negligence, accident, or has been operated in a manner expressly prohibited in the instructions; or not operated in accordance with practices approved by RBC. Please contact the factory prior to undertaking any repair or alteration including welding, burning, or drilling holes on or in the frame of your Rogers trailer.

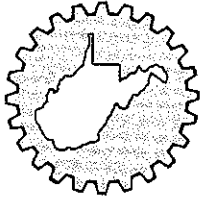
Our Obligation: Under the specific warranties set forth above, our obligation is limited to making good at our factory any trailer structure or RBC-manufactured component which shall be returned to us, transportation charges prepaid, up to seven years after delivery of the trailer to the customer (one (1) year in the case of RBC-manufactured components) and which our examination discloses to have been defective. Coverage of the trailer structure shall be in accordance with the schedule set forth above. Any warranty claim must be made immediately to the dealer who, in turn, will notify us. We shall not be obligated to pay for any repairs, alterations or parts which are made prior to authorization from us.

Exclusive Warranty: This warranty is the exclusive warranty given for trailers sold by RBC. It is expressly in lieu of all other warranties, whether oral, written or implied, including the implied warranties of merchantability or fitness for a particular purpose, and of all other obligations or liabilities on the part of RBC. We neither assume nor authorize any dealers or other persons to assume for us, any other liability in connection with the sale of our trailers.

Limitation of Liability: in no case will we be liable for any consequential or incidental damages incurred by you, including, but not limited to, loss of sales, profit or goodwill; loss of use of the trailer or any associated equipment; cost of rentals, substitute equipment, facilities or services; downtime costs, attorneys' fees; or losses or claims of your customers or other third parties.

ROGERS BROTHERS CORPORATION • ALBION, PENNSYLVANIA 16401 • 814.756.4121

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WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

P.O. BOX 473, 214 VIRGINIA ST. W., CHARLESTON, WEST VIRGINIA 25322/25302 • (304) 346-5301

WEST VIRGINIA TRACTOR COMPANY

7011EC24 20 Ton Tilt Top Trailers
Exceptions to Specifications

- 7.2.5.2 Actual white oak lumber thickness is 1 3/4" X 9" wide.
- 7.6.6.1 The safety chain is actually (1) chain 132" in length.
- 7.7 West Virginia state inspection sticker to be added after delivery to Buckhannon.

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.

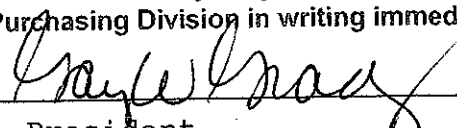
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to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

West Virginia Tractor Company
Bidder: _____

Date: 6/22/2011

Signed: 

Title: President

7011EC24

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 owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Ray Gray* Date: 6/22/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of June, 2011.

My Commission expires August 12, 2012, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

