



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  
**7011EC25**

PAGE  
**1**

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

VENDOR

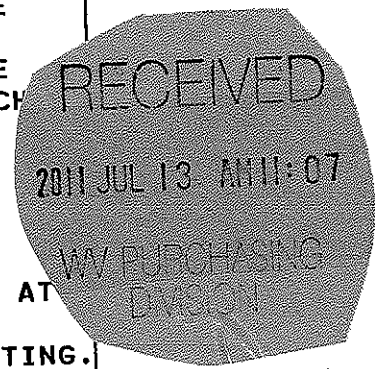
\*419130831      740-439-2725  
**MOTRIM INCORPORATED**  
**PO BOX 850**  
**240 STEUBENVILLE AVENUE**  
**CAMBRIDGE OH 43725**

SHIP TO


**DIVISION OF HIGHWAYS**  
**TRAINING ACADEMY**  
**PO BOX 610**  
**RT 33 & BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201**      **304-472-1750**

DATE PRINTED <b>06/15/2011</b>	TERMS OF SALE <b>net</b>	SHIP VIA <b>out truck</b>	FOB <b>delivered</b>	FREIGHT TERMS <b>no charge</b>
BID OPENING DATE: <b>07/06/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-15	\$10,840.00	\$10,840.00
<p><b>DITCH CLEANER, BOOM MOUNTED - 22 INCH CUT</b></p> <p><b>OPEN END CONTRACT</b></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 A DITCH CLEANER, BOOM MOUNTED 22 INCH CUT PER ATTACHED SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON JUNE 23, 2011, AT 10 AM. BUSHY FORK RD IN BUCKHANNON, WV 26201. 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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: **740-439-2725** DATE: **6/28/11**

TITLE: **President** FEIN: **31-0670971** ADDRESS CHANGES TO BE NOTED ABOVE

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

# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
  7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

## INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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2

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

PROPERTY SUBJECT

\*419130831 740-439-2725  
 MOTRIM INCORPORATED  
 PO BOX 850  
 240 STEUBENVILLE AVENUE  
 CAMBRIDGE OH 43725

SHIP TO

DIVISION OF HIGHWAYS  
 TRAINING ACADEMY  
 PO BOX 610  
 RT 33 & BRUSHY FORK ROAD  
 BUCKHANNON, WV 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/15/2011	net	our truck	delivered	no charge
BID OPENING DATE: 07/06/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWAARD, 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 "REASONABL 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	740-439-2725	6/28/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	31-0670971	

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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) 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>						

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VENDOR

\*419130831      740-439-2725  
**MOTRIM INCORPORATED**  
**PO BOX 850**  
**240 STEUBENVILLE AVENUE**  
**CAMBRIDGE OH 43725**

SHIP TO

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**PO BOX 610**  
**RT 33 & BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201      304-472-1750**

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<p><b>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.</b></p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p><b>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</b></p> <p>REV. 3/88</p> <p>EXHIBIT 6</p> <p><b>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</b></p>						

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TITLE President	FEIN 31-0670971	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **07/06/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:</p> <p>( ) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR ..... DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF ..... DAYS.</p> <p>( ) THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:</p>						

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TITLE <b>President</b>	FEIN <b>31-0670971</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**BUYER 33**  
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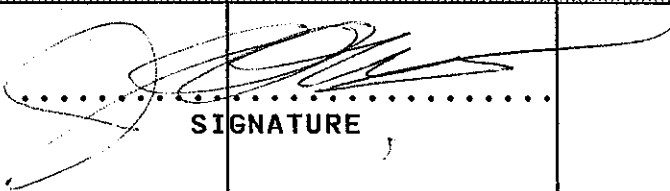
AUCTION

\*419130831      740-439-2725  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
 ..... <b>SIGNATURE</b>						
<b>NOTICE</b> <b>A SIGNED BID MUST BE SUBMITTED TO:</b> <b>DEPARTMENT OF ADMINISTRATION</b> <b>PURCHASING DIVISION</b> <b>BUILDING 15</b> <b>2019 WASHINGTON STREET, EAST</b> <b>CHARLESTON, WV 25305-0130</b>						
<b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b> <b>SEALED BID</b>						
<b>BUYER:</b>				<b>PAUL REYNOLDS</b>	<b>FILE 33</b>	
<b>RFQ. NO.:</b>				<b>7011EC25</b>		
<b>BID OPENING DATE:</b>				<b>JULY 06, 2011</b>		
<b>BID OPENING TIME:</b>				<b>1:30 PM</b>		
<b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b> Fax <b>740-432-2098</b>						

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SIGNATURE 	TELEPHONE <b>740-439-2725</b>	DATE <b>6/28/11</b>
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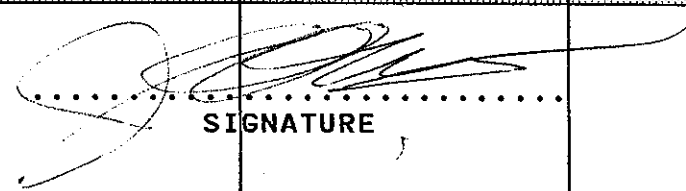
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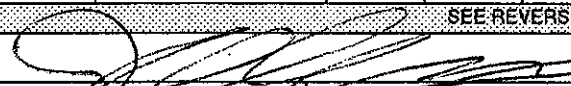
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<b>BUYER:</b>				<b>PAUL REYNOLDS</b>	<b>FILE 33</b>	
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BID OPENING DATE: 07/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 07/06/11 @1:30 P.M.						
TO: 07/13/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	BA		760-15	\$10,840.00	\$10,840.00
DITCH CLEANER, BOOM MOUNTED - 22 INCH CUT						
***** THIS IS THE END OF RFQ 7011EC25 ***** TOTAL:						\$10.840.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	740-439-2725	6/30/11
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
President	31-0670971	

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

PREBID ADDENDUM #1  
7011EC25

DITCH CLEANER, BOOM MOUNTED - 22 INCH CUT

CHANGES TO SPECIFICATIONS:

FROM:

8.4.1 The drive spindle to be  $\frac{3}{4}$  inches in diameter and operates on two (2) tapered  $3\frac{1}{4}$  inch I.D. roller bearings

TO:

8.4.1 The drive spindle to be  $3\frac{1}{4}$  inches in diameter and operates on two (2) tapered  $3\frac{1}{4}$  inch I.D. roller bearings

Rec. Motrim Inc By  
~~John~~ President  
6-30-11



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  
**7011EC25**

PAGE  
**8**

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

PURCHASING

**\*419130831 740-439-2725**  
**MOTRIM INCORPORATED**  
**PO BOX 850**  
**240 STEUBENVILLE AVENUE**  
**CAMBRIDGE OH 43725**

SHIP TO

**DIVISION OF HIGHWAYS**  
**TRAINING ACADEMY**  
**PO BOX 610**  
**RT 33 & BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201 304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/15/2011	net	out truck	delivered	no charge

BID OPENING DATE: **07/06/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	--------	-------------	------------	--------

CONTACT PERSON (PLEASE PRINT CLEARLY):

Jack O. Cartner

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 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL ACCEPTED DURING THE MANADATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY 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.

\*\*\*\*\* THIS IS THE END OF RFQ 7011EC25 \*\*\*\*\* TOTAL: \$10,840.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	740-439-2725	DATE	6/28/11
TITLE	President	FAX	31-0670971	ADDRESS CHANGES TO BE NOTED ABOVE	

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 133-1-A

DITCH CLEANER, BOOM MOUNTED – 22 INCH CUT

1.0 PURPOSE

It is the purpose of these specifications to describe a Ditch Cleaner, Boom Mounted – 22 Inch Cut (hereinafter referred to as a "ditch cleaner" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

**The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.** Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

### 3.2 MANDATORY SPECIFICATIONS

**All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified.** Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

### 4.0 REPRESENTATIVE UNIT FOR TEST

**The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit.** DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

**All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant.** All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

### 4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

**A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.**

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

## 5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered



to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

## 6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

**An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.**

**\* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

## 6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

## 6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

**Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.**

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

## 6.7 UNSPECIFIED ACCESSORIES & FEATURES

**All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.**

**All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.**

## 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

It is the intent of these specifications to describe a detachable ditch cleaning head which shall be installed on to an existing boom mower arm after the rotary cutter has been removed. Motrim MT891120 or equal.

**8.1 The ditcher must provide a 22 inch minimum cut**

**8.2 The ditcher frame must be constructed of ½ inch thick steel**

**8.3 Blades:**

**8.3.1 Three (3) each minimum flat knives ¾ inch thick, heat treated and designed so that each blade has four (4) reversible cutting edges**

**8.3.2 Each blade must have a weight no less than 6 pounds**

**8.4 Drive Spindle:**

**8.4.1 The drive spindle to be ¾ inches in diameter and operates on two (2) tapered 3 ¼ inch I.D. roller bearings**

**8.4.2 The drive shaft shall be secured at the top by a nut machined with plural grooves to allow a through lock pin device minimum of ½ inch diameter steel material**

**8.5 The ditcher must be equipped with a cast steel hydraulic motor that is attached to the ditcher drive spindle with a flex coupling**

**8.5.1 The hydraulic motor shall have a minimum rating of 150 HP**

- 8.6 The ditch cleaning head to be equipped with **minimum of three (3) replaceable clean up paddles.**
- 8.7 **The blade disc shall be 22 inch diameter and minimum ½ inch thick steel**
- 8.8 **The unit shall include a ditcher shield and chute and blade disc.**  
(These will allow ditcher to discharge cuttings in a windrow next to tractor.)
- 8.9 Unit to be cleaned and painted with metal primer; then painted manufacturers standard color
- 8.10 **Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.**
- 8.11 Advertising: No visible decals or nameplates or painted on names representing the manufacturer or model number or trademark should appear on the exterior of the unit. Logos created through the stamping or casting process of manufacturer are acceptable.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 133-1-A

DITCH CLEANER, BOOM MOUNTED – 22 INCH CUT

NOTE TO BIDDER: Procurement Specification No. 133-1-G, 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.: 7011EC25

Bidder's Name: MoTrim Incorporated

Address: 240 Steubenville Ave. Cambridge, Oh 43725

Telephone Number: 740-439-2725

Years Bidder has been registered to do business with the State of West Virginia: 2 plus YRS.

Years Company has been an authorized dealer for proposed unit: \*\* 45 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 90 Calendar Days After Receipt of  
Purchase Agreement

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

\*\* Bidder is manufacturer

X5.0 AWARD CRITERIA;

X5.1 Price per complete unit: \$10,840.00 per unit  
 (Ditch cleaner, ditcher shield, chute and blade disc)

X6.0 SPECIFICATIONS - GENERAL

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

Motrim Inc. Model A-200 Manufacture date July, 2011 Series -Ditcher  
Head  
 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

## X6.3 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?  
 NO  YES

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:

100 % parts and labor for 2 years

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**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE****THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

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

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

2 years parts and labor for defective material

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.

Service to be performed at DOH Facilities or at MoTrim Factory at  
240 Steubenville Cambridge, Oh 43725

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

Parts at Motrim Inc. Factory Cambridge, Ohio

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

A.	Terms: Net 30	Manufacturer's published list price less:	<u>5</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>5</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>5</u>	% discount

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

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

A.	Shop Rate	\$ <u>65.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>72.00</u> per mechanic hour <u>  x  </u> ; port to port <u>  x  </u>
C.	Mileage Charge (Specify if one-way)	\$ <u>none</u> per vehicle mile <u>  x  </u> ; port to port <u>  x  </u>
D.	Field Mechanic Rate	\$ <u>65.00</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>  Thru June 2012  </u>
F.	Surcharge for miscellaneous items:	<u>  0  </u> %

## 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: MoTrim Model: A-200

**X8.1 Ditcher minimum cut: 22 inch**

**X8.2 Ditcher frame constructed of ½ inch thick steel**  YES  NO

**X8.3 Blades:**

**X8.3.1 Number of flat knives ¾ inch thick, heat treated: 3**

**X8.3.2 Does each blade weigh at least 6 pounds**  YES  NO

**X8.4 Drive Spindle:**

**X8.4.1 Drive spindle is 3¼ inches in diameter and operates on 2 tapered 3¼ inch I.D, roller Bearings**

**X8.4.2 Is the drive shaft secured at top by a nut machined with plural grooves to allow a through lock pin device ½ inch diameter steel material**  YES  NO



- X8.5 Is ditcher equipped with a cast steel hydraulic motor that is attached to ditcher drive spindle with a flex coupling**  YES  NO
- X8.5.1 Hydraulic motor rated at 150 HP**
- X8.6 The ditch cleaning head is equipped with 3 replaceable clean up paddles**
- X8.7 The blade disc 22 inch diameter and ½ inch thick steel**
- X8.8 Does the unit include ditcher shield and chute and blade disc**  YES  NO
- X8.9 Is unit cleaned and painted with metal primer; then painted manufacturers standard color**  
 YES  NO
- X8.10 Does unit meet or exceed "Occupational Safety and Health Act of 1970" and amendments**  
 YES  NO
- X8.11 Does unit meet advertising guidelines**  YES  NO

## LIMITED WARRANTY

MoTrim Incorporated hereby warrants each new MoTrim Product sold by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty includes parts and labor for the period of twenty four (24) months after making delivery of such product to the original purchaser.

This warranty is expressly in lieu of all other warranties express or implied, and of all other obligations or liabilities on the part of MoTrim Incorporated which neither assumes or authorizes anyone else to assume for it any other obligation or liability, or to give any other warranty or make any other representation on its behalf in connection with the sale or use of MoTrim Products.

MoTrim Incorporated  
240 Steubenville Ave  
P.O. Box 850  
Cambridge, Ohio 43725  
740-439-2725

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: MoTrim Incorporated

Signed: 

Date: June 28, 2011

Title: President

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

NO VENDOR PREFERENCE

RFQ No. 7011EC25

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: MoTrim Incorporated

Authorized Signature: [Signature] Date: June 28, 2011

State of Ohio

County of Guernsey, to-wit:

Taken, subscribed, and sworn to before me this 30 day of June, 2011.

My Commission expires 9-24-14, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC

Sally Cochran

SALLY COCHRAN  
Notary Public, State of Ohio  
My Commission Expires 9-24-14