



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
 7012EC08

PAGE
 1

709051756 304-346-5301

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

VENDOR

WV TRACTOR COMPANY
 P.O. 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
11/23/2011	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 12/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		290-82		
SOLAR ENERGY SYSTEMS, COMPLETE						
REQUEST FOR QUOTATION						
OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE TRACTOR TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD PER THE ATTACHED SPECIFICATIONS.						
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 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 PREBID 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.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Reynolds* TELEPHONE: 304-346-5301 DATE: 1/12/2012

TITLE: President FEIN: 550621655 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.html 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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304-558-0468

VENDOR

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 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/23/2011				

BID OPENING DATE: **12/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/15/2011 AT 10:30 AM, 2019 WASHINGTON ST EAST, 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 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>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> <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 SUPPLIED BY TH</p>						

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BID OPENING DATE: 12/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 5/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL</p>						

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304-558-0468

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DATE PRINTED 11/23/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012EC08</p> <p>BID OPENING DATE: 12/28/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/23/2011				

BID OPENING DATE: **12/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-346-5305		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				Gary Grady		
***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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PAUL REYNOLDS 304-558-0468

*709051756 304-346-5301

VENDOR

WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/12/2011	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 01/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				MANDATORY PRE-BID MEETING CHANGED		
				FROM: 12/15/2011 @10:30 A.M.		
				TO: 01/12/2012 @10:30 A.M.		
				LOCATION REMAINS THE SAME		
				BID OPENING DATE CHANGED		
				FROM: 12/28/2011 @1:30 P.M.		
				TO: 01/25/2012 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		290-82		
				SOLAR ENERGY SYSTEMS, COMPLETE		
				***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Paul Reynolds</i>	304-346-5301	1/12/2012

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550621655	

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ALAN CUMMINGS
304-558-2402

709051756
 RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

WV TRACTOR COMPANY
 P.O. Box 473

CHARLESTON, WV 25322

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01/24/2012	Net 30 Days	Truck	Buckhannon	Prepaid
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATIONS ATTACHED		
				ADD: EXHIBIT 10		
				BID OPENING DATE CHANGED		
				FROM: 01/25/2012 @ 1:30 P.M.		
				TO: 02/01/2012 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		290-82		
				SOLAR ENERGY SYSTEMS, COMPLETE		
***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Alan Cummings</i>	TELEPHONE 304-346-5301	DATE 1/25/2012	
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE	

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EXHIBIT 10

7012EC08

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^x

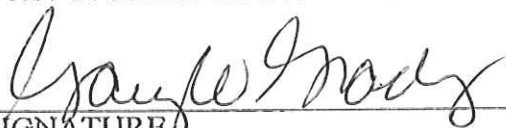
NO. 2^x

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

WestVirginia Tractor Company
COMPANY

1/25/2012
DATE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 839-1-M

TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD

NOTE TO BIDDER: Procurement Specification No. 839-1-M, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 70912EC08

Bidder's Name: West Virginia Tractor Company

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

Telephone Number: 304-346-5301

Years Bidder has been registered to do business with the State of West Virginia: 30 YRS.

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

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 30-60 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit: _____\$3,950.00_____ per unit

X6.0 SPECIFICATIONS - GENERAL

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

___Solar Technology, Inc. ___SolarTech Silent Sentinel AB-0515_____2012 and later
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

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

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)

See attached warranty statement. Standard warranty to be changed 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. Most 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.

SolarTech parts available at West Virginia Tractor Company in Charlesotn

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.

Does unit have built in auxiliary battery charger which would enable batteries to be hooked up to an AC power source at the storage yard or off of a generator in the field

YES NO

Is charge time and charger version based on manufacturer's battery configuration

YES NO

Describe: Charge times will vary depending on the state of the battery bank. If the batteries require a full charge, charge time is approximately 12 hours

Manufacturer: Iota Model: DLS-30 (30 amp 12 VDC output, 108-132 VAC input) battery charger with IQ4 smart charge controller providing intelligent automatic battery charging.

X7.1 Arrowboard:

X7.1.1 Is the arrowboard panel weather-tight: YES NO

Describe weather-tight design and materials used:

Each individual lamp is enclosed in an injection molded polycarbonate housing sealed with silicon sealant.

Arrow Board panel dimensions: 48 inches high x 96 inches wide

X7.1.2 Height from bottom of panel to roadway 7 feet above roadway

X7.1.3 Is the face of the panel flat black, with fifteen (15) hooded lamps?
 x YES NO

X7.1.3.1 Does lamp have five (5) inch amber LED with minimum angularity of 33 degrees
 x YES NO

X7.1.4 Modes of operation capability:

X7.1.4.1 Right arrow – 10 lamps flashing in unison x YES NO

X7.1.4.2 Left arrow – 10 lamps flashing in unison x YES NO

X7.1.4.3 Double arrow – 5 lamps in each arrowhead and 3 lamps in shaft, all flashing in unison
 x YES NO

X7.1.4.4 Warning bar – 7 horizontal lamps flashing in unison x YES NO

X7.1.4.5 Four Point Caution – 4 outermost corner lamps flashing in unison
 x YES NO

X7.1.4.6 Indicator lights on back of panel x YES NO

X7.1.5 Is the unit flash rate 30 flashes per minute with a flash cycle time of two (2) seconds with 50 percent on time?
 x YES NO

X7.1.6 Will the unit reduce lamp brightness when the ambient light level drops below five (5) foot candles, plus or minus one (1) foot candle, **and increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle?**
 x YES NO

X7.1.7 Unit's minimum distance of legibility: 1 mile(s)

X7.2 Electrical System:

X7.2.1 Does the solar generator incorporate a 12 Volt DC photovoltaic solar panel mounted on a self-erecting automatic positioning device located above the unit?
 x YES NO

X7.2.2 Is the battery bank of sufficient size and capacity to power the unit for 30 days without solar assist?
 x YES NO

X7.2.3 Are the batteries protected in a manner that will prevent damage due to overcharging or discharging to deeply at any temperature?
 x YES NO

- X7.2.4 Does the unit have an external warning light, or other warning signal device, to indicate when the unit is in need of auxiliary charging prior to arrow shutoff?
 YES NO
- X7.2.5 Is the battery compartment vented, protected by an acid-resistant finish, and lockable?
 YES NO
- X7.2.6 **Is the arrowboard controller housed in a lockable weatherproof enclosure?**
 YES NO
- X7.2.7 **Is unit safe guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2-way radio receiver, cell phones, etc.**
 YES NO
- X7.2.8 Is the unit equipped with an operational hour meter? YES NO
- X7.3 Trailer:
- X7.3.1 Is the trailer equipped with the following:
- X7.3.1.1 2,000 lb. axle with leaf springs - Torsion axle YES NO
- X7.3.1.2 Tubeless standard tread tires and wheels YES NO
- X7.3.1.3 Heavy duty pintle eye hitch YES NO
- X7.3.1.4 Adjustable jack stand on trailer tongue YES NO
- X7.3.1.5 Adjustable jack stands to stabilize unit while in operation
 YES NO
- X7.3.1.6 Approved lighting and safety chains for highway use YES NO
- X7.3.1.7 Heavy duty light wiring for towing of unit with quick disconnect plug Cole Hersee Part Number 12081 male or equal YES NO
- X7.3.1.8 License plate brackets YES NO
- X7.3.1.9 Wheel fenders YES NO
- X7.3.1.10 Arrowboard raised and lowered using a hand operating winch (or hydraulic pump/ram) locked into place using latches of steel pins with keeper chains permanently attached to the unit YES NO

X7.4 Paint:

X7.4.1 Describe proposed method of painting the unit: The trailer chassis and superstructure are completely cleaner and deburred prior to finishing. All metal surfaces are prepared using an iron phosphate wash-down process. A polyamide epoxy primer is applied to a dry film thickness of 2.5 mils. A high gloss federal safety orange aliphatic acrylic urethane finish is applied (black on board) to a dry film thickness of 2.5 mils.

X7.5 Does the proposed unit meet or exceed the "Occupational Safety and Health Act of 1970" requirements and/or any subsequent changes at the time manufactured?

YES NO

X7.6 Does the unit conform to advertising guidelines?

YES NO

X7.7 List all other standard features considered as standard equipment but not specifically addressed in the specifications: 50 watt solar panel. Two standard flooded batteries. Your choice of 2" ball or 3" pintle.

X7.8 Preventive Maintenance and Operator's Training School:

Will a preventative maintenance and operator's training seminar be provided with each order?

YES NO

If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?

YES NO

Will all manuals, booklets, etc. preventive maintenance, operator procedures, and service schedule be delivered with each unit?

YES NO

If NO, explain May be online or on CD, your choice. _____

Have you attached a copy of the proposed program with your bid, stating the time required to perform the program and brief description of program YES NO



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
 7012EC08

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
12/12/2011				

BID OPENING DATE: 01/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				MANDATORY PRE-BID MEETING CHANGED		
				FROM: 12/15/2011 @10:30 A.M.		
				TO: 01/12/2012 @10:30 A.M.		
				LOCATION REMAINS THE SAME		
				BID OPENING DATE CHANGED		
				FROM: 12/28/2011 @1:30 P.M.		
				TO: 01/25/2012 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA	290-82	SOLAR ENERGY SYSTEMS, COMPLETE		
***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL:						\$4320 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Scott Knealy</i>	TELEPHONE 304-476-8050	DATE 1/24/12
TITLE Sales	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA TRACTOR COMPANY

7012EC08 Solar Powered Arrow Boards
Exceptions to Specifications

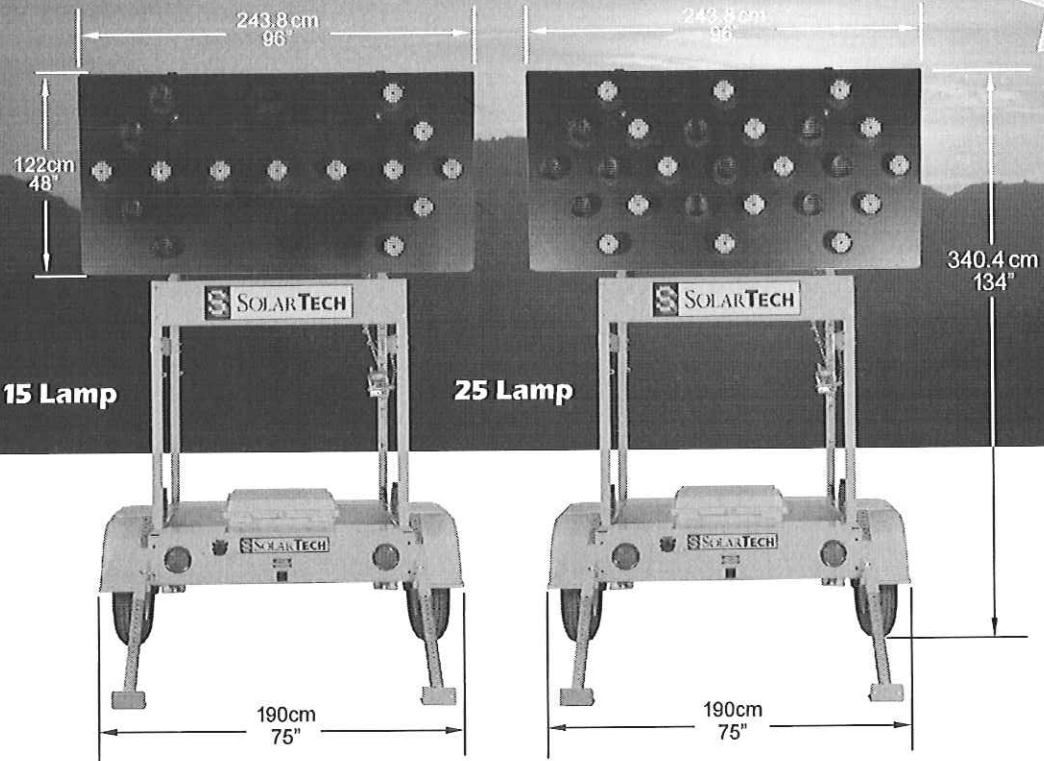
- 7.3.1.1 The trailer is equipped with an independent suspension, torsion-type axle with a 2,200 lb. overall rating rather than having leaf springs.



Harness the Power of the Sun

SILENT SENTINEL

ADVANCED WARNING ARROW PANELS



MODEL	SOLAR ARRAY	LAMPS
AB-0515	40 Watt	15
AB-0715	80 Watt	15

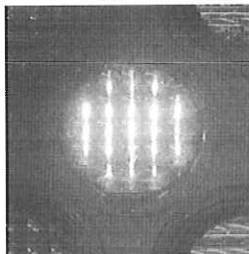
MODEL	SOLAR ARRAY	LAMPS
AB-0525	40 Watt	25
AB-0725	80 Watt	25

PAR 46-LED Lamp Designed and Built Exclusively by Solar Technology.

Independent laboratory tests confirm our custom LED lamp is the brightest in the industry and has the greatest overall angularity.

Compared to other solar arrow board lamps, SolarTech's PAR 46 LED lamp:

- Is twice as bright
- Has superior angularity
- Provides enhanced conspicuity
- Is protected by a 10 year warranty



Control Module



Advanced Design Solid State Control Module

Microprocessor based technology for enhanced reliability. Fully-automatic fault protection.

Multi-Color LED Indicators

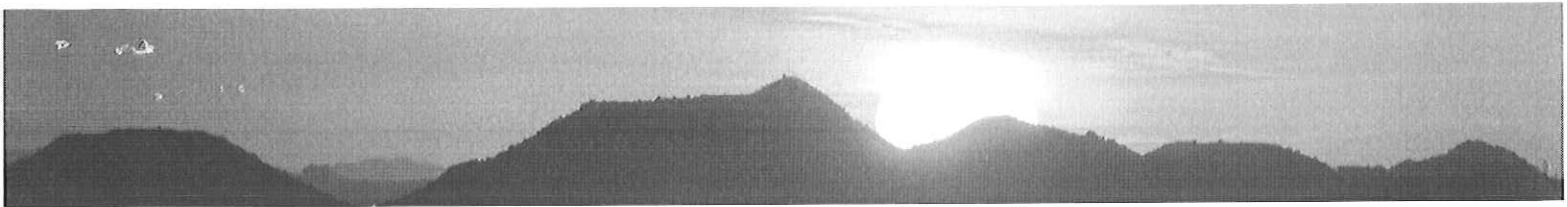
Display battery level, solar charger status and lamp intensity.

"Auto Track" Intensity Control

Provides optimal visibility with minimal energy consumption.

Integral Solar Charge Controller

Fully automatic, temperature compensated. All solid state.



LAMP PANEL

Panel Size	96 in. (244 cm) wide x 48 in. (122 cm) high
Panel Construction	All aluminum with welded frame
Panel Finish	Matte black baked enamel finish
Number of Lamps	15 or 25
Lamp Intensity	1,000 Candela (typical) 750 candela (minimum)
Lamp Beam Angle	30° horizontal x 6° vertical (minimum)
Lamp Construction	LED (21 per lamp) in unbreakable sealed polycarbonate housing
Lamp Shrouds	360° high-impact plastic
Rear Panel Indicators	Three (3)

PHYSICAL

Length Overall.....	100 in. (254 cm)
Length Excl. Tongue.....	53 in. (135 cm)
Width Overall	96 in. (244 cm)
Width Across Fenders ...	75 in. (190 cm)
Height Traveling	92 in. (234 cm)
Height Operating	134 in. (340 cm)
Ground Clearance	13 1/2 in. (34 cm)
Weight	1,180 lbs. (535 kg) approx.
Hitch	2 in. ball (Class II) or 2-1/2 in. pintle ring
Lifting Mechanism	1,000 lb. (453.5 kg) capacity (minimum) automatic brake win. and cable

ENERGY SOURCE

Operating Voltage	12 Volts DC (nominal)
Battery Type	6-Volt Heavy-Duty, Deep-Cycle (GC-2)
Number of Batteries	Two (2) Standard Lead Acid (Flooded)
w/ Aux. Batteries	Four (4) Standard Lead Acid (Flooded)
Battery Capacity	260 Amp Hours
w/ Aux. Batteries	520 Amp Hours
Battery Status Indicator	Displays full charge, normal and low battery condition
Solar Array Construction ...	Top-mounted solar panels in aluminum frame
Solar Array Power Output ...	40 or 80 Watts -- field-upgradable
Solar Charge Controller.....	Fully automatic, temperature compensated

CONTROLLER

Controller Circuitry	Ultra-low power solid state
Lamp Patterns	All standard 15 and 25 lamp flashing and sequential
Lamp Flash Rate	30 per minute
Lamp Dimming	Manual and automatic
Lamp Dimming Ratio	50%, fully dimmed at approximately five footcandles
Lamp Power Drivers	Current limited and thermal overload protected with "soft start" feature
Low Voltage Disconnect...	10.70 Volts
High Voltage Disconnect ...	15.10 Volts

OPTIONAL FEATURES AND UPGRADES

Battery Upgrades

- 4 Standard Flooded Batteries
- 2 Maintenance-Free (Gel-Cell or AGM)
- 4 Maintenance-Free (Gel-Cell or AGM)

Auxiliary Battery Chargers

- 120 VAC line-powered, 30 or 45 Amp
- 230 VAC line-powered, 30 or 45 Amp

Cone Carrier

- Holds standard 18" (45.7 cm) and 28" (71.1 cm) traffic cones

Other SolarTech Products

SILENT MESSENGER

Full-Size Trailer-Mounted Message Boards

SILENT MESSENGER II

Mid-Size Trailer and Vehicle Mounted Message Boards

SILENT MESSENGER III & IV

Small-Size Trailer and Vehicle Mounted Message Boards

SILENT SENTINEL

Trailer and Truck Mounted Arrow Boards

SILENT ADVISOR

Low and High-Speed Application Radar Speed Trailers

INCIDENT RESPONSE TRAILER

Work Zone Trailer with Cones and Barrels

SOLAR-POWERED PORTABLE TOWER TRAILER

Versatile Tower Platform for Rapid Deployment

All models meet or exceed the standards for Flashing Arrow Panels as listed in the U.S. Federal Highway Administration (FHWA) Manual or Uniform Traffic Control Devices (MUTCD). Specifications subject to periodic updates as required without notice.

For the latest software updates, user-guides, news and information please visit us online at:
www.solartechology.com



SOLAR TECHNOLOGY, INC.

7620 Cetronia Rd. Allentown, PA 18106
Phone: 800-475-5442 ~ 610-391-8600

www.solartechology.com



Harness the Power of the Sun

SOLAR TECHNOLOGY, INC Comprehensive 5-Year Limited Warranty

Welcome to the SOLAR TECHNOLOGY family! Your purchase represents the very finest in traffic control devices. To insure the quality that goes into the design and manufacturing of every new SOLAR TECHNOLOGY product, we offer a Comprehensive Protection Program (CPP) which provides for a five-year limited warranty covering all Silent Messenger changeable message signs (message boards), Silent Sentinel advanced warning arrow panels (arrow boards) and Silent Advisor radar speed trailers (radar speed displays) purchased for U.S. Domestic and Canadian use. Additionally, Solar Technology, Inc. provides a ten-year limited warranty on all LED lamps used in its Silent Sentinel line of advanced warning arrow panels.

LIMITED WARRANTY

SOLAR TECHNOLOGY, INC. (STI) warrants that this product will conform to the manufacturer's standard specifications without defects in materials or workmanship for a period of five years. This is a "bumper to bumper" warranty that covers repair or replacement of all components, on an exchange basis, with the exception of vendor supplied items and consumables, including, but not limited to, modems, radar guns, tires, batteries and battery chargers. Other components may be warranted for an extended period of time. Components, sub-assemblies, and devices produced by other manufacturers not covered under this warranty are covered separately and individually under warranties provided by the specified manufacturer.

This warranty is granted to the original end-user of the product and is not assignable to any subsequent purchaser or user. Any leasing or borrowing of these goods or other use beyond normal demonstration of the same shall be deemed to be a use by the original end-user. The period of this warranty shall commence on the date of delivery to the first original end user. Proof of purchase and delivery date may be required when warranty service is requested. The sole remedy under this warranty shall be the repair or replacement of parts which have been determined to be defective after inspection by an approved representative of STI. STI reserves the right to demand the return of parts replaced under this warranty or in disputable fitness and must be consulted for authorization before any such return. All defective parts replaced under this warranty shall become the property of STI. If a claimed defect cannot be identified or reproduced in service, the end-user will be held responsible for the costs incurred.

The cost of shipping of parts to be repaired to STI shall be the responsibility of the user, while the cost of shipping replacement or re-manufactured parts to the user shall be the responsibility of STI. Under no circumstances shall STI be responsible for duties, customs, or import fees associated with repair or replacement of warranted products or parts. Under no circumstances shall STI be responsible for transportation or mileage costs associated with repair or replacement of warranted products or parts. Tampering with the serial number, STI logo and graphics, or posted safety and operating instructions may constitute a breach of and voids this warranty.

This warranty shall not extend to any goods or parts which have been altered, repaired, operated, or maintained outside of approved STI procedures or directives. This warranty does not cover damage resulting from causes beyond the control of STI, including without limitation: misuse, abuse, neglect, or accident; external electrical faults, power surges, or power failure; damage occurring in shipment or from improper transportation, installation, operation or application; or damage resulting from improper usage or use of the product with components, accessories or expansion items not supplied by STI. The end-user is responsible for the selection, use and results obtained from the product. This warranty does not apply to any product which has not been paid for according to the terms under which the product has been invoiced.

This warranty is exclusive and in lieu of all other warranties, express or implied including warranties of merchantability or of fitness for purpose, and there are no other warranties which extend beyond the descriptions on the face hereof. The remedies set forth herein are exclusive and manufacturer shall not be liable for special, indirect or consequential damages. The obligations of STI hereunder shall in no way exceed the cost of the equipment or part upon which such liability is based.

"On the leading edge of quality design and manufacturing - now and always"

Byron Zerphy
President, CEO

Eric Zerphy
VP, COO

Solar Technology, Inc.
7620 Cetronia Road
Allentown, PA
Phone (610) 391-8600
Toll Free (800) 475-5442
www.solartechnology.com

State of West Virginia VENDOR PREFERENCE CERTIFICATE


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

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

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

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

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

Bidder: West Virginia Tractor Company Signed: 
 Date: 2/12/2012 Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *[Handwritten Signature]* Date: 2/12/2012

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 12 day of January, 2012.

My Commission expires August 12, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

