



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Request for Quotation**

Proc Folder: 47719

Doc Description: TRUCK SNOWPLOWS WITH OPTIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-30	2015-06-03 13:30:00	CRFQ 0803 DOT1500000097	1

**BID RECEIVING LOCATION**

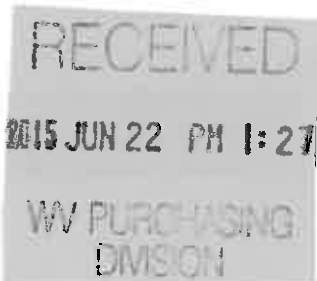
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322

304 346 5301



**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X *Crystal Rink* FEIN # 550621655 DATE 6-18-15


All offers subject to all terms and conditions contained in this solicitation

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

West Virginia Tractor Company

(Company)

 Gary Grady President  
(Authorized Signature) (Representative Name, Title)

304-346-5301      304-346-5305  
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1500000097**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

West Virginia Tractor Company

\_\_\_\_\_  
Company

  
Authorized Signature

6-18-15

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

### Pricing Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total	
1	5	Ea.	7 1/2 Foot Snowplow	\$3,680	\$18,400	-
2	5	Ea.	8 Foot Snowplow	\$3,725	\$18,625	-
3	5	Ea.	8 1/2 Foot Snowplow	\$3,550	\$17,750	-
				Grand Total	\$54,775	\$0.00

Vendor should also supply the year, make, and model of the following:

7 1/2 Foot Snowplow 2015 Western Poly Pro Plow 7'6"

8 Foot Snowplow 2015 Western Poly Pro Plow 8'0"

8 1/2 Foot Snowplow 2015 Western Steel Pro Plow 8'6"



WESTERN PRODUCTS  
P.O. BOX 245038  
MILWAUKEE, WI 53224-9538

**WESTERN® SNOWPLOW  
COMMERCIAL  
LIMITED WARRANTY**

 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

**WESTERN® SNOWPLOW  
COMMERCIAL WARRANTY**

Western Products warrants to each purchaser of a WESTERN® snowplow for other than personal, family or household use that the snowplow will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty periods any part thereof is proved to Western Products satisfaction to be defective, such part shall be repaired by Western Products or its authorized distributor or, at Western Products option, replaced f.o.b. Western Products factory without charge, including labor costs at its standard rate incurred while repairing said snowplow. Western Products obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Western Products receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Western Products option, the return of the allegedly defective part to Western Products f.o.b. its factory or to its authorized distributor.

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Western Products so as, in Western Products judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

WESTERN PRODUCTS LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. WESTERN PRODUCTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of WESTERN snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of WESTERN snowplow. Although WESTERN snowplows are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

This warranty is not offered to purchasers of snowplows for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.

WESTERN® is a registered® trademark of Douglas Dynamics, L.L.C.

# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.


**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: 6-18-15 Title: President

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: West Virginia Tractor CompanyAuthorized Signature: *Gregory W. Gray* Date: 6-18-15State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 18 day of June, 2015.My Commission expires August 12,, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

*Steven B. Basham*

Purchasing Affidavit (Revised 07/01/2012)

