



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

7010C013

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN
304-558-2402

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

CHARLESTON WV 25322

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010	Net 30 Days	Truck	WVDOH	Prepaid

BID OPENING DATE:

04/07/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66	PT-7	
	REPLACEMENT PARTS			POWER TILT		
				OPEN END CONTRACT		
				TO PROVIDE TEREX MODEL TX760B LOADER, BACKHOE BOOM SWIVEL PARTS OR EQUAL WHICH MAY BE REQUIRED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.		
				THIS CONTRACT EXCLUDES THE PURCHASE OF WHOLE UNIT COMPONENTS WHICH MAY BE LISTED WITHIN THE MANUFACTURERS PRICE LIST.		
				THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.		
	EXHIBIT 3					
	LIFE OF CONTRACT:			THIS CONTRACT BECOMES EFFECTIVE ON		
			AND EXTENDS FOR A PERIOD OF ONE (1		

RECEIVED

2010 APR -7 PM 12:24

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Tracy H. Hasty</i>	346-5301	4/6/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550621655	

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

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

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

INSTRUCTIONS TO BIDDERS

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



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03/23/2010						
BID OPENING DATE: 04/07/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>7010C013</p> <p>REQUISITION NO.:</p>						
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 NO. 2 NO. 3 NO. 4 NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE West Virginia Tractor Company COMPANY 4/6/2010 DATE</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 6</p> <p>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. 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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03/23/2010				

BID OPENING DATE: **04/07/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER: 33					
	RFQ. NO.: 7010C013					
	BID OPENING DATE: 04/07/2010					
	BID OPENING TIME: 1:30 PM					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305					

	CONTACT PERSON (PLEASE PRINT CLEARLY): Gary W. Grady					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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This contract provides for the updating of the manufacturers price lists only, and the percent of discount remains constant throughout the life of contract. If the manufacturer changes parts numbers, add new parts, makes price changes, such changes may be obtained by submitting copies of the manufacturers changes of the published price list to all agencies listed .

Any late changes from the indicated delivery schedule without prior approval by the Division of Highways may be cause for cancellation.

ORDERING INFORMATION: Parts orders against this contract may be placed by the WV DOH Equipment Division and the ten (10) WVDOH District locations as listed . These parts orders may be placed by telephone and /or facsimile.

METHOD OF PAYMENT: The Purchasing card (Visa) is the preferred method of payment. Vendor must supply a credit receipt, sales receipt, or cash register receipt. Vendor shall not charge until parts are shipped.

PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The successful vendor must accept the State of West Virginia VISA purchasing card for payment of all orders placed by any state agency.

DELIVERY: Delivery shall be made to the WVDOT/DIVISION OF HIGHWAYS locations as shown .

ALL SHIPMENTS ARE TO BE FOB DESTINATION.

FREIGHT CHARGE WILL ONLY BE ALLOWED FOR 24 HR. SERVICE.

Delivery is an integral part of this contract 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.

All warranty claims that require field service shall be done by the vendor at no cost to the WV Division of Highways.

The vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the WV Division of Highways.

Material Safety Data Sheet: In addition to meeting current Federal & State laws and requirements concerning Hazardous Chemicals, vendor shall forward with shipment a proper and current Material Safety Date Sheet (MSDS) to the Equipment Division in Buckhannon. Furthermore, vendor shall furnish the State and/or its agencies additional MSDS as requested. By offering and signing a bid response the vendor agrees to these conditions.

The vendor will furnish the State of West Virginia with current price lists and supplement sheets as published by each manufacturer as listed above, manuals and catalogs as may be required. The Department of Highways cannot process invoices for payment until the most current price list is received. Also the State Auditors Office will not approve any invoices for payment without the most current price list. **ALL DETAILS PERTAINING TO THE PRICE LISTS AND SUPPLEMENTS WILL BE HANDLED BY THE PROCURMENT OFFICE OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, CHARLESTON, WV.** The Division of highways reserves the right to revise this section of the contract pertaining the district listing should the amount of the districts increase. The afore mentioned price lists should be forward directly to the addresses listed below:

Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. Orders should be delivered in a MAXIMUM OF THREE (3) WORKING DAYS OR THE WVDIVISION OF HIGHWAYS PARTS EXPEDITOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THEAPPROVAL OF THE EQUIPMENT DIVISION DIRECTOR OR/THE DISTRICT EQUIPMENT SUPERVISOR OR HIS DESIGNEE. ALL OPEN MARKETPURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent. Any new parts placed on the market by the manufacturer during the contract period shall be made available to the WV Division of Highways at the Manufacturers published Fleet price less the discount listed above.

All deliveries of merchandise and/or shipping documents at each organization must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of the carton or on documents will be returned to the shipper at shipper expense.

BID SCHEDULE

DESCRIPTION - WAIN ROY SIDE ANGLE COUPLER SYSTEM

	Unit Price
1. NEW MANUAL SWINGER SIDE ANGLE COUPLER SYSTEM, 40 DEGREE ANGLE Powertilt PT-7	<u>\$5,100.00</u>
2. AUXILLARY HYDRAULIC KIT FOR COUPLER P.H.T. Valve	<u>\$ 555.00</u>
3. NEW 36" GRADING BUCKET WITH BOLT ON EDGE C & P 36049-D or TAG Mfg. 3649RD	<u>\$1,445.00</u>

MUST HAVE CAPABILITY OF QUICK DISCONNECT BUCKET BY
REMOVAL OF PIN.

MUST BE COMPATABLE WITH BUCKET SUPPLIED BY MANUFACTURER
CURRENTLY ON HOE.

EXISTING WAIN ROY BUCKET MUST FIT UNIT QUOTED.

OPTIONAL

Bucket or Powertilt pin.....\$ 275 EA

Equipment Division

WV Division of Highways
 PO Box 610
 Buckhannon, WV 26201
 ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways
 D-1
 1340 Smith St.
 Charleston, WV 25301
 Attn: Melissa Mullens

WVDOT/Divison of Highways
 D-2
 Po. Box 880
 Huntington, WV 25712
 Attn: Keith Chapman

WVDOT/Division of Highways
 D-3
 626 Depot St.
 Parkersburg, WV 26101
 Attn: Mark Kimes

WVDOT/Division of Highways
 D-4
 P.O. BOX 2570
 Clarksburg, WV 26301
 Attn: John Bartlett

WVDOT/Division of Highways
 D-5
 PO BOX 99
 BURLINGTON, WV 26710
 Attn: Pat Broadhurst

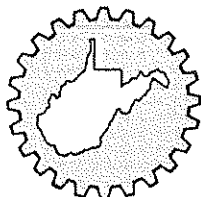
WVDOT/Division of Highways
 D-6
 1 DOT Drive.
 Moundsville, WV 26041-2353
 Attn: Carol Ryan

WVDOT/Division Highways
 D-7
 Drawer 1228
 Weston, WV 26452
 Attn: Melissa Jordan

WVDOT/Division of Highways
 D-8
 PO Box 1516
 Elkins, WV 26241
 Attn: Debbie Barnett

WVDOT/Division of Highways
 D-9
 103 ½ Church Street
 Lewisburg, WV 24901
 Attn: Keith Brown

WVDOT/Division of Highways
 D-10
 270 Hardwood Lane
 Princeton, WV 24740
 Attn: Tommy Camden



WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

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

April 6, 2010

WV DOT-Highways
Equipment Division
P.O. Box 610
Buckhannon, WV 26201

Subj: Tilt Coupler/Bucket Bid - RFQ 7010C013 - Due 4/7/10, 1:30 PM

Ladies and Gentlemen:

We are pleased to offer the following described equipment for your consideration:

POWERTILT Model PT-7 hydraulic bucket rotator attachment complete with an operating weight of 320 lbs., 180 degrees of total swing, 1.5-3 GPM oil flow required, and all standard equipment for use with your Terex TX760B backhoe loaders with extending stick and hammer hydraulics.

PRICE: F.O.B. WVDOH.....\$5,100 EA

P.H.T. diverter valve hydraulic kits to power the rotator through the Terex TX760B extending stick hydraulic circuit.

PRICE: F.O.B. WVDOH.....\$ 555 EA

C & P 36049-D 36" wide ditch cleaning/grading buckets, 11.42 cubic feet heaped capacity with bolt-on cutting edge or TAG Mfg. 3649RD 36" wide ditch cleaning/grading bucket with bolt-on cutting edge

PRICE: F.O.B. WVDOH.....\$1,445 EA

TOTAL PRICE PER UNIT.....\$7,100 EA

OPTIONAL

Powertilt or bucket pins, add.....\$ 275 EA

Terms: Net 30. Please note that by requiring us to accept payment by credit card, we have added additional money to our bid in order to compensate for the credit card charges we incur.

Availability: Currently about 30-45 days.

The WVDOH currently uses Powertilt attachments on Kobelco 135 excavators and Terex TX760 backhoe loaders. The Powertilt can be

used with the C & P or TAG Mfg. grading buckets and the standard Terex buckets and any other pin-on buckets. Our quoted prices do not include installation, and you may have to supply some fittings and hoses.

The Powertilt exceeds your specifications, especially the 180 degree swing in lieu of only 40 degree swing.

Manufacturers' standard warranty terms and conditions will apply to this proposal. Work under warranty to be performed at West Virginia Tractor Company in Charleston.

Please note that, as required by law, we are registered with the West Virginia Dept. of Tax and Revenue and Secretary of State and current with all taxes and license fees.

We qualify for and request the West Virginia Resident Vendor Preference in accordance with West Virginia Code 5A-3-37 and we have completed your Vendor Preference form. Our State of West Virginia Vendor ID Number is 709051756. Our West Virginia Tax ID is 1038-0884.

Thank you very much for your consideration. If you have any questions or need any additional information, please feel free to call me on our toll free number, 1 800 640-8245, at any time. We invite you to visit us at www.wvtractor.com. Again, thanks.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary W. Grady". The signature is fluid and cursive, with the first name "Gary" being more prominent.

Gary W. Grady, President

Warranty Information

Helac Corporation warrants its products to be free from defective material and factory workmanship for a period of one (1) year or 1,000 service hours, whichever occurs first, for Helac Corporation approved applications, defined as medium duty service on the machine for which the Helac Attachment (PowerTilt® or PowerGrip®) was originally designed and with cross port or work port relief valves installed according to Helac Corporation's recommendations. The warranty period shall begin when the Helac Attachment is first placed into service as documented by the return of the Warranty Registration Card to the factory. If the Registration Card is not returned, the warranty period will commence from the date the Helac Attachment was originally shipped from the factory. For products delivered from authorized dealer inventories, the warranty period shall commence no more than one (1) year from date of shipment from the factory.

This warranty shall be voided as to any products which have been repaired, worked upon, or altered by persons not authorized by Helac Corporation, or which have been subject to misuse, misapplication, negligence, accident, overload, field alteration, severe use or service applications beyond what the Helac Attachment was designed to perform. In no event shall Helac Corporation be liable for any incidental or consequential damages or claims including, but not limited to, the application in which the product was placed, field travel, freight charges, oil samples, downtime, etc. Warranty related repair and/or replacement issues will be satisfied according to how the product was originally purchased:

DIRECT SALES TO END-USERS

This warranty covers repair or replacement of product or parts, which under normal use and service disclose defective material and/or factory workmanship. Only repairs completed at the Helac factory or factory replacement (at Helac's option) will satisfy claims under this warranty. Products under warranty shall be returned to the Helac factory for evaluation and repair. The customer shall contact the Helac Warranty Department for a Return Authorization Number prior to shipping the product in question. The factory will not accept products returned without a Return Authorization Number. Transportation shall be prepaid by the purchaser. On receipt, Helac factory personnel will inspect the product for warrantable issue(s). Upon warranty acceptance, Helac Corporation will repair the warranty issue(s) of the product at no cost to the customer and return the product freight prepaid. If it is determined that the issue(s) are not covered by the warranty, the product (repaired or not) will be returned COD to the customer.

SALES THROUGH EQUIPMENT DEALERS

This warranty covers labor at predetermined, fixed flat rates and repair or replacement of products or parts, which under normal use and service disclose defective material and factory workmanship. Claims under this warranty will be satisfied only by repair or replacement of the unit or any defective part thereof. Products under warranty shall be returned to a factory authorized dealership location, transportation prepaid by the purchaser, for inspection by the dealer with factory consultation. Warranty repairs are only to be made at the selling dealer's location according to time maximums and at rates pre-established by Helac Corporation.

Helac Corporation reserves the right to make changes in the design or construction of any of its products at any time without incurring any obligations to make changes or alterations to products previously sold.

Helac Corporation reserves the right to alter this warranty and/or its terms at any time.

This warranty is in lieu of all other and/or prior warranties, expressed or implied, and no other company or person is authorized to represent or assume for Helac Corporation any liability in connection with the sale of Helac Corporation products other than set forth herein.

January 2005

HELAC
CORPORATION

POWERTILT



Site development

Landscaping

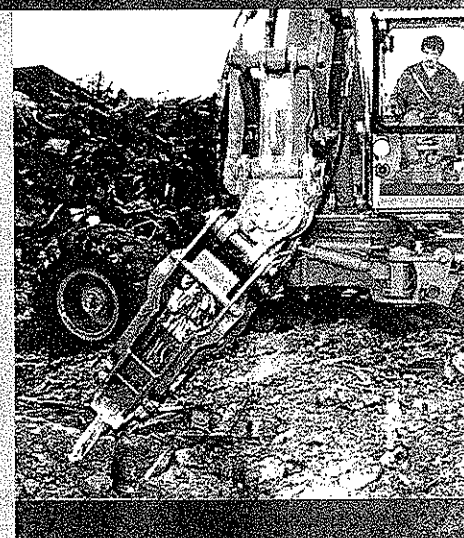
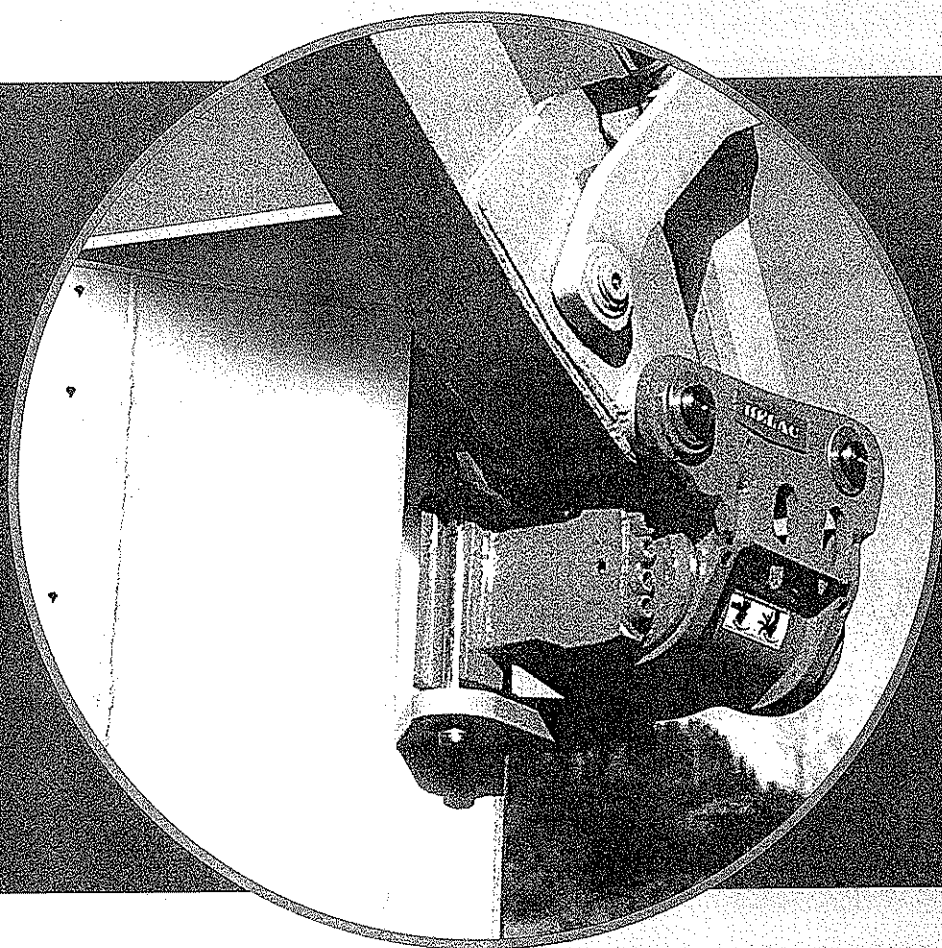
Ditch cleaning

Demolition

Brushcutting

Specialty applications

Ripping



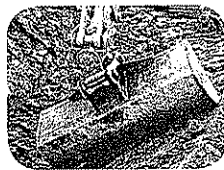
Save time and increase productivity by 12 percent or more

Helac PowerTilt®, a construction equipment attachment from Helac Corporation, can increase the productivity, profitability and versatility of your backhoe or excavator by simply tilting your attachment instead of moving the entire machine. Over a decade of innovation and engineering design has gone into making PowerTilt an integral solution for increasing work site efficiency.

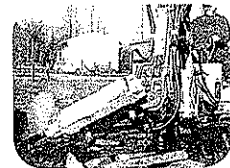
PowerTilt is ideal for performing every day tasks, or completing jobs that you never thought were possible. Thousands of contractors worldwide have come to rely on PowerTilt since 1990 for cleaning ditches, clearing land, digging beveled trenches, spreading rip-rap, and positioning brushcutters, mowers and hydraulic hammers.

When used in combination with Helac PowerGrip®, a 4-in-1 bucket, you can achieve unmatched, hand-like manipulation and dexterity, dramatically maximizing productivity.

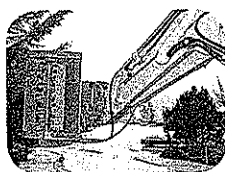
Use Helac PowerTilt with a variety of attachments to improve your machine's versatility



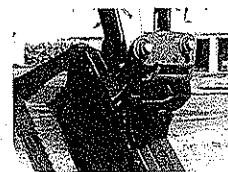
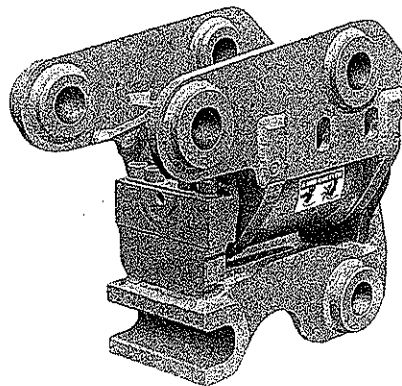
Wide bucket



Hydraulic hammer



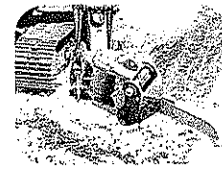
Brushcutter



Helac PowerGrip



Narrow bucket



Ripper tooth



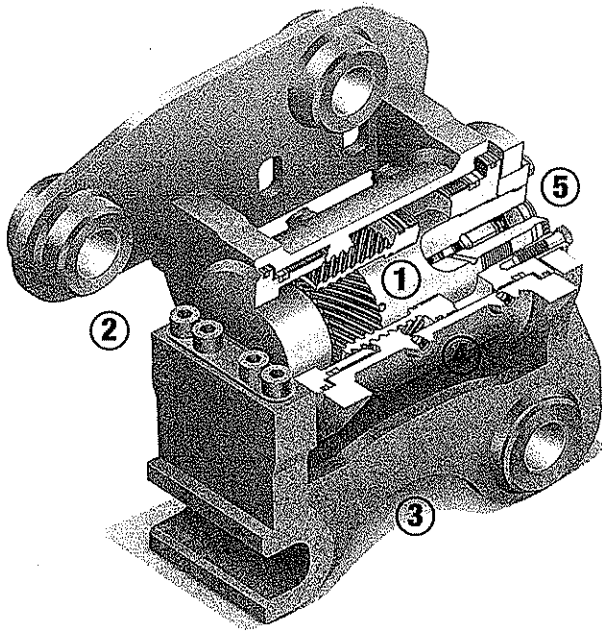
"PowerTilts have increased our machine productivity 25 to 30 percent as well as reduced undercarriage wear. We now equip all DNR backhoes and excavators with PowerTilts."

— Don Roller, Equipment Manager,
Washington State Department of Natural Resources

Built from the inside out for durable, reliable performance

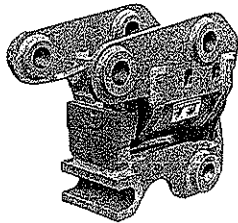
Engineered with a unique combination of features, Helac PowerTilt will provide you with the ability to get more work done in less time. Whether you buy, lease or

rent a machine with a PowerTilt, you'll receive a tilting attachment with unmatched versatility and durability.

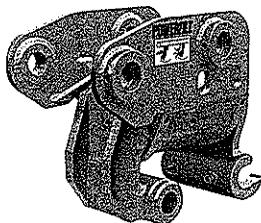


- 1 Maximum Tilt**
Up to 180 degree side-to-side tilt achieved with our exclusive, sliding spline technology.
- 2 Narrow, Compact Configuration**
Use with any of your machine's attachments — even your narrowest trenching bucket.
- 3 Built-in Quick Coupler**
Compatible with your machine's OEM specification buckets and attachments, making tool changes fast and easy.
- 4 Moving Parts Are Enclosed**
No cylinder rods or external moving parts result in low maintenance costs and longer life.
- 5 Internal Cross-Port Relief Valve**
The built-in relief valve provides hydraulic overload protection.

Coupler Options



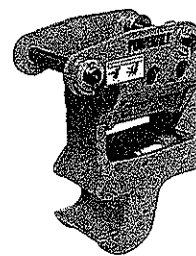
PT Model



TT Model

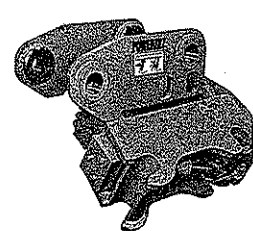
Standard pin-on couplers

All PowerTilt models come with a standard half-hitch coupler. Coupler option varies by model.



Universal couplers

For use with C&P Attachments and WainRoy® quick-hitch buckets



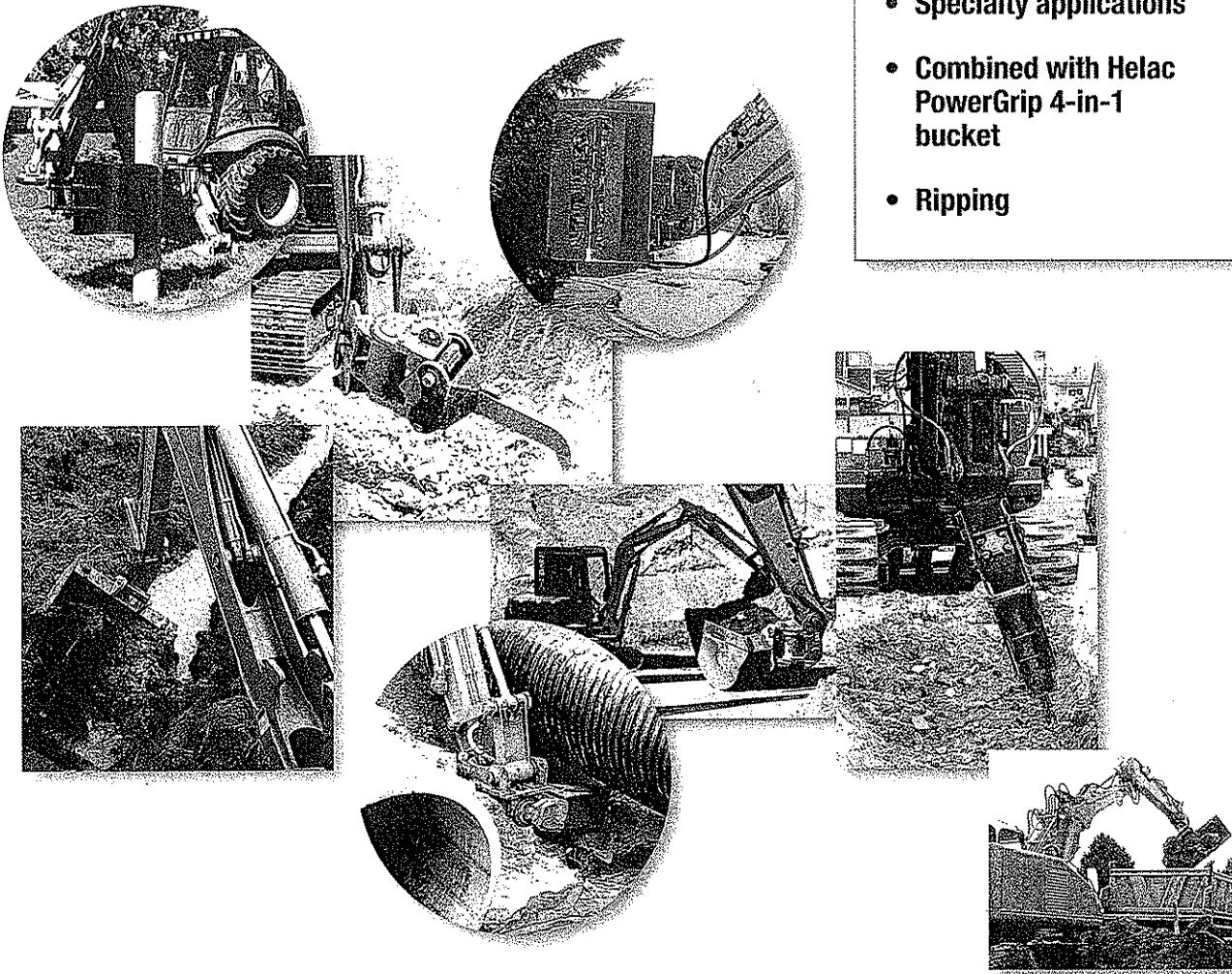
Hydraulic quick couplers

Available through partnerships with attachment manufacturers

Countless ways to perform work faster, safer and easier

The application possibilities for Helac PowerTilt are endless. Our PowerTilt attachment can be used to perform common everyday tasks, or complete jobs you haven't yet tried, allowing you to function with less equipment. The ability to tilt your bucket can reduce the need for specialty equipment on the job site, and at the same time, increase the productivity and profitability of the machines you use on a daily basis. Several common applications for PowerTilt are shown below.

- Site development
- Landscaping
- Ditch cleaning
- Demolition
- Brushcutting
- Specialty applications
- Combined with Helac PowerGrip 4-in-1 bucket
- Ripping



nt



"When I use the PowerTilt/PowerGrip combination, I never have to get out of my seat. I can easily and efficiently manipulate any task on the job site, saving me both time and money."

— Bruce Craik, President,
Nor Cal Construction and Excavating

c.com

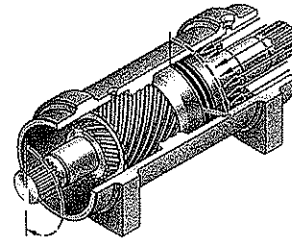
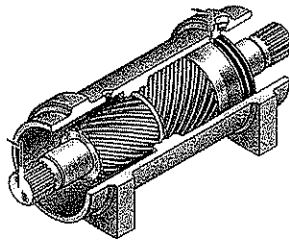
CG 03-06/25M

Our exclusive sliding spline operating technology

PowerTilt uses Helac Corporation's innovative, sliding-spline operating technology to convert linear piston motion into powerful shaft rotation. Each actuator is composed of a housing and two moving parts — the central shaft and piston. Helical spline teeth on the shaft engage matching teeth on the piston's inside diameter. A second set of helical splines on the piston's outside diameter mesh with the gear in the housing.

STARTING POSITION

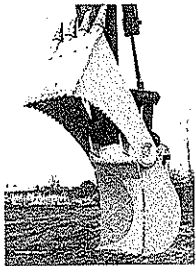
The piston is completely bottomed out. Bars indicate starting positions of piston and shaft. Arrows indicate directions they will rotate. The housing with integral ring gear remains stationary.



ENDING POSITION

When hydraulic pressure is applied to the piston, it moves axially, while the helical gearing causes the piston and shaft to rotate simultaneously. Applying pressure to the opposite port will return the piston and shaft to their original starting positions.

Helac PowerGrip



Handle multiple tasks with Helac Corporation's PowerGrip 4-in-1 backhoe or excavator bucket.

PowerGrip can be used as a trenching, grading or clamshell bucket, or as a grapple or hydraulic thumb. When used in combination with PowerTilt, you will maximize work site efficiency and productivity.

About Helac Corporation

A leader in the fluid power industry for over 25 years, Helac Corporation manufactures a comprehensive line of helical, hydraulic rotary actuators. Our products are used as component parts by OEMs and after-market attachments by the construction equipment industry. Helac rotary actuators are best known for their tremendous torque output, compact dimensions and exceptional load bearing capability. Thousands of worldwide customers in diverse industries depend on Helac actuators for quality, reliability, ease-of-use and durability.



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Enumclaw, WA 98022 USA

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800.797.8458

Worldwide: 360.802.1039
Fax: 360.802.1030
Email: attachments@helac.com
Web: www.helac.com

PowerTilt - U.S. patent #4906161; Europe #356738;
Japan #2614922

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www.helac.com

CG 03-06/25M

Models available for a wide variety of machines

Helac PowerTilt is available in a range of models, sized for backhoes and excavators to 75,000 lbs. Each model is engineered for a specific class of machinery and individually customized to fit your machine. If you are purchasing a new or used

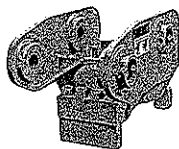
machine, it's easy to roll the cost of the PowerTilt into the financing package. You will begin saving time—up to an hour per day—and increasing productivity as soon as your equipment is delivered.

Model		PT-6	PT-6W	PT-7	PT-8	PT-9	PT-10	PT-11	TT-12
Maximum Machine Weight	lb (kg)	8,400 (3,800)	10,500 (4,775)	15,000 (6,800)	20,000 (9,100)	28,700 (13,000)	45,000 (20,000)	60,000 (27,000)	75,000 (34,000)
Approximate PowerTilt Weight	lb (kg)	160 (75)	180 (85)	320 (145)	425 (195)	575 (260)	850 (385)	1,200 (545)	1,500 (680)
Total Tilt		180°	180°	180°	180°	134°	134°	134°	134°
Required Oil Flow	gpm (l/min)	.8 – 1.5 (3 – 6)	.8 – 1.5 (3 – 6)	1.5 – 3 (6 – 12)	3 – 5 (12 – 20)	6 – 7 (24 – 28)	6 – 8 (24 – 32)	8 – 11 (32 – 44)	9 – 13 (36 – 52)
Circuit Pressure Range		3,200 – 3,500 psi (220 – 240 Bar) (Applies to all models)							

Note: A two-way auxiliary hydraulic circuit is required for operation.

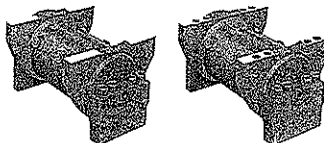
Special PowerTilt Designs

Helac PowerTilts are available in several configurations for special applications and for bucket and attachment manufacturers to integrate into their products.



PT/TTB Series

Standard housing with welded-on ears. Lower end can be welded directly to a quick coupler or bucket.



PTA/PTB Series

The housing and shaft are designed for customization. Ideal for integrating quick couplers at both the top and bottom. PTA Series housing is designed for welding; PTB Series incorporates blind drilled and tapped holes for bolt mounting.



Custom Designs

Depending on the order quantity, custom-engineered configurations can be provided.

VENDOR PREFERENCE CERTIFICATE

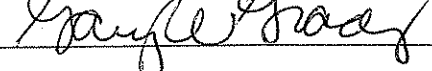
Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. 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: 4/6/2010 Title: President

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

RFQ No. 7010C013STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently 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.

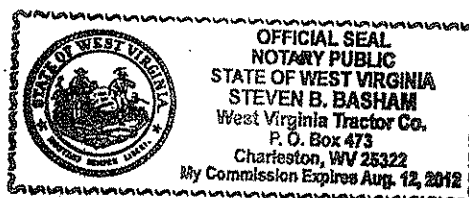
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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 SIGNATUREVendor's Name: West Virginia Tractor CompanyAuthorized Signature: *Tracy Gray* Date: 4/6/2010State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 6 day of April, 2010.My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

Steven B. Basham

Purchasing Affidavit (Revised 12/15/09)