



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
 7010EC02

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

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	FOB	FREIGHT TERMS
12/10/2009	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 12/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		310-85	\$ 16,179.00	\$16,179.00
SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC MS Sprayer Model: BP19150V-BP125-13HPE-SMATE-RE Herbicide Sprayer OPEN END CONTRACT TO PROVIDE HERBICIDE SPRAYER, SKID MOUNTED FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON DECEMBER 21, 2009 AT 10 AM IN BLDG. 15, 2019 WASH. ST. E. CHAS. WV. 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. 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 INCLUD						

RECEIVED

2010 FEB 17 A 10:37

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-366-4690 DATE: 2-15-10

TITLE: Aftermarket Manager FEIN: 550547175 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 EST) ON THURSDAY, 12/17/2009.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL. EMAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING</p>						

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<p>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 SUPPLIES BY TH 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</p>						

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<p>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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN 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>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-366-4690	DATE 2-15-2010
TITLE Aftermarket Mgr.	FEIN 550547175	ADDRESS CHANGES TO BE NOTED ABOVE

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EQUIPMENT DIVISION

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REQUISITION NO.: 7010EC02

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 ...X...
- NO. 4 ...X...
- NO. 5 ...X...

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.

.....
J. Mark
 SIGNATURE

SIGNATURE <i>J. Mark</i>		TELEPHONE 304-366-4690	DATE 2-15-2010
TITLE Aftermarket Mgr.	FEIN 550547175	ADDRESS CHANGES TO BE NOTED ABOVE	

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COMPANY Middletown Tractor Sales DATE 02-15-2010						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: 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.:				7010EC02		
BID OPENING DATE:				02-17-2010		
BID OPENING TIME:				01:30 PM		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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S.H.P.T.O.

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-366-4698 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Zach Marsh -----						
***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:						\$16,179.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Zach Marsh</i>	304-366-4690	2-15-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

15

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 105-1-C

HERBICIDE SPRAYER, SKID MOUNTED

NOTE TO BIDDER: Procurement Specification No. 105-1-C, 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.: 7010EC02

Bidder's Name: Middletown Tractor Sales

Address: 2345 Whitehall Blvd. Fairmont, WV 26554

Telephone Number: 304-366-4690

Years Bidder has been registered to do business with the State of West Virginia: 24 YRS.

Years Company has been an authorized dealer for proposed unit: 11 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Note: Reference 4.2 on Addendum# 5
Calendar Days After
Receipt of Purchase Agreement

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

The *Bidder's Evaluation Reports* are ready for download on Purchasing's Web site at www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit: \$16,179.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

MS Sprayer Model: BP19150V-BP125-13HPE-SMATE-RE Model year January 2010 or later
Is descriptive literature, fully describing proposed unit attached to your bid? [X] YES [] NO

If not, why? N/A

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?

[X] YES [] NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? [X] YES [] NO

X6.3 TRAINING:

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

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

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

If NO, explain time frame N/A

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:

A minimum two year bumper to bumper warranty applies to all
equipment purchased under and associated with this contract.

Reference the Manufacturer's warranty statement for clarification.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

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

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

2 year bumper to bumper warranty good for manufacturers defects in material and workmanship. Please reference the attached warranty statement for a full description of coverage.

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.

Warranty service can be performed at Middletown Tractor Sales or "in-field" on location. note: the manufacturer's warranty doesn't include service call fees for in-field repairs.

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

Middletown Tractor Sales Fairmont, WV

Current parts inventory of approximately \$2150.00 retail.

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

A.	Terms: Net 30	Manufacturer's published list price less:	<u>0.0</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>0.0</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>0.0</u>	% discount

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

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

A.	Shop Rate	\$ <u>55.00</u>	per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>60.00</u>	per mechanic hour + 10% fuel surcharge port to port <u> </u> ; port to port <u> X </u>
C.	Mileage Charge (Specify if one-way)	\$ <u>N/A</u>	per vehicle mile <u>N/A</u> ; port to port <u>N/A</u>
D.	Field Mechanic Rate	\$ <u>60.00</u>	per mechanic hour
E.	Specify period of time that prices are in effect:	<u>During the life of the contract</u>	
F.	Surcharge for miscellaneous items:	<u>10</u>	% Fuel Surcharge for travel.

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: MS-Sprayer

Model: BP19150V-BP125-13HPE-SMATE-RE

X7.1 Will sprayer be mounted and operable from existing Division of Highways dump truck 12,000 - 17,500 GVW?

YES NO

X7.2 Will unit be skid mounted with isolated mounts?

YES NO

X7.3 Will tank be 500 gallon low profile type?

YES NO

X7.4 Engine: Gasoline fueled and 13 HP with pressurized oil system and electric start

YES NO

X7.5 Does unit provide in-cab engine and spray controls fully installed by successful vendor in existing DOH dump truck?

YES NO

X7.6 Will sprayer have a swivel mounted hose reel, electric operated w/300 ft of hose?

YES NO

X7.7 Does unit have diaphragm type pump producing 29 GPM minimum?

YES NO

X7.8 Pump PSI: 120

- X7.9 Will be provided with a one-inch filter on intake side of pump? YES NO
- X7.10 Will unit have an air brake filling system? YES NO
- X7.11 Will unit be equipped with vertical actuator/jet agitation features? YES NO
- X7.12 Will unit be Poly type with chemical resistance fittings/valves? YES NO
- X7.13 Will nozzles be boom jet type with one-inch plumbing? YES NO
- X7.14 Will front boom be reversible from left to right side? YES NO
- X7.15 Will all necessary shut off valves and gauges be provided? YES NO
- X7.16 Will unit have a flow control system YES NO Manufacturer and Part No.: Mico-Trak Spray Mate 14297
- X7.17 Will hose reel have an SS43H or equal hand gun? YES NO
- X7.18 Will two (2) LED type strobe lights be mounted on back of unit? YES NO
- X7.19 Will unit have a re-circulatory by-pass system? YES NO
- X7.20 Will unit be provided with front tie-downs? YES NO
- X7.21 Will 1/4inch x 2inch x 2inch angle iron be provided with unit 8 foot long with 1inch round shafting 6 inches long to construct a tailgate latch safety bar? YES NO
- X7.22 Will successful vendor install unit on DOH vehicles at pre-determined DOH location or dealer facility? YES NO
- X7.23 Will unit be painted manufacturers standard color? YES NO
- X7.24 Will vendor meet OSHA specification as described in section 7.24 of Specification? YES NO
- X7.25 Will all features considered manufacturers standard equipment not specifically addressed be provided? YES NO
- X7.26 Will vendor meet advertising as described in section 7.26 of Specifications? YES NO
- X7.27 Will vendor provide training as specified in section 7.27 of the Specifications? YES NO



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BID OPENING DATE: 01/08/2010 BID OPENING TIME 01:30PM

ADDENDUM NO. 1

MANDATORY PRE-BID MEETING CHANGED

FROM: 12/21/2009

TO: 01/08/2010

BID OPENING DATE AND TIME CHANGED

FROM: 12/29/2009

TO: 01/27/2010

NO OTHER CHANGES

001	EA	810-85				\$16,179.00
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SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC

MS Sprayer Model: BP19150V-BP125-13HPE-SMATE-RE

***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL: \$16,179.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-366-4690	02-15-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Aftermarket Mgr.	550547175	

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



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: 7010EC02

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

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	FOB	FREIGHT TERMS
12/21/2009	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 01/27/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO OTHER CHANGES						
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGE						
FROM: 01/08/2010						
TO: 01/27/2010 @ 1:30 PM						
NO OTHER CHANGES						
001		EA		810-85	\$16,179.00	\$16,179.00
SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC						
MS Sprayer Model: BP19150V-BP125-13HPE-SMATE-RE						
***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:						\$16,179.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>[Signature]</i>	TELEPHONE: 304-366-4690	DATE: 2-15-2010
TITLE: Aftermarket Mgr.	FEIN: 550547175	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 7010EC02

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 804-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

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	FOB	FREIGHT TERMS
01/07/2010	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 02/03/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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ADDENDUM NO. 3

MANDATORY PRE-BID MEETING DATE AND TIME CHANGED

FROM: 01/08/2010 AT 10:00 A.M.

TO: 01/15/2010 AT 10:00 A.M.

BID OPENING DATE AND TIME CHANGED

FROM: 01/27/2010 AT 1:30 P.M.

TO: 02/03/2010 AT 1:30 P.M.

LOCATION OF MEETING: 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25311

NO OTHER CHANGES.

MS Sprayer Model 3P1910V-BP125-13HPE-SMATE-RE

0001

EA 810-85

SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC

\$16,179.00

***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-366-4690	DATE 1-25-2010
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TITLE Aftermarket Mgr.	FEIN 550547175	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
 7010EC02

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

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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
02/02/2010	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 02/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 02/03/10 @1:30 P.M.		
				TO: 02/17/10 @1:30 P.M.		
				NO OTHER CHANGES		
001		EA		810-85		
				SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC		
				MS Sprayer Model BP19150V-BP125-13HPE-SMATE-RE		
				***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:		\$16,179.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE		TELEPHONE	304-366-4690	DATE	2-15-2010
E	Aftermarket Mgr.	FEIN	550547175	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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
 7010EC02

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
 Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

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	FOB	FREIGHT TERMS
02/03/2010	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 02/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001		EA		810-85		
ADDENDUM NO. 5 CHANGES TO THE SPECIFICATIONS ATTACHED. REVISED PURCHASING AFFIDAVIT DATED 12/15/09 ATTACHED. PURCHASING AFFIDAVIT SHOULD BE RETURNED WITH BID. BID OPENING DATE AND TIME REMAINS 02/17/10 @1:30 P.M. NO OTHER CHANGES. SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC MS Sprayer Model: BP19150V-BP125-13HPE-SMATE-RE						
***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:						\$16,179.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-366-4690 DATE: 1-15-2010
 TITLE: Aftermarket Mgr. FEIN: 550547175 ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM
OPEN END CONTRACT
7010EC02

HERBICIDE SPRAYER, SKID MOUNTED

CHANGES TO SPECIFICATIONS:

FROM:

4.2 (THIRD PARAGRAPH)
A completed pilot model for inspection must be provided within 30 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 (THIRD PARAGRAPH)
A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

7.1 Sprayer must be mounted and operable from existing Division of Highways dump truck 12,000 – 17,500 GVW

TO:

7.1 Sprayer must be mounted and operable from existing Division of Highways dump truck 17,500 minimum

LEAVE AS WRITTEN:

7.2 Unit shall be skid mounted with isolated mounts

LEAVE AS WRITTEN:

7.3 Tank: 500 gallon low profile type

FROM:

7.4 Engine: Gasoline fueled 13 horsepower minimum with pressurized oil system and electric start.

TO:

7.4 Engine: Gasoline fueled 13 horsepower minimum with pressurized oil system and electric start. Battery shall be included.

LEAVE AS WRITTEN:

7.7 Unit to have diaphragm type pump producing 29GPM minimum

LEAVE AS WRITTEN:

7.8 Pump to have 120 PSI minimum

LEAVE AS WRITTEN:

7.13 Nozzles to be boom jet type with one-inch plumbing.

FROM:

7.14 Front boom to be reversible from left to right side.

TO:

7.14 Front boom to be reversible from left to right side. Mounted on front bumper.

FROM:

7.18 Two (2) LED type strobe lights to be mounted on back of unit.

TO:

7.18 Two (2) Class 1 LED type strobe lights to be mounted on back of unit.

PREBID ADDENDUM
OPEN END CONTRACT
7010EC02

HERBICIDE SPRAYER, SKID MOUNTED

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After
Receipt of Purchase Agreement

FROM:

X7.1 Will sprayer be mounted and operable from existing Division of Highways dump
truck 12,000 - 17,500 GVW? N/A YES NO

TO:

X7.1 Will sprayer be mounted and operable from existing Division of Highways dump
truck 17,500 GVW minimum? x YES NO

NO CHANGE REQUIRED:

X7.2 Will unit be skid mounted with isolated mounts? x YES NO

NO CHANGE REQUIRED:

X7.3 Will tank be 500 gallon low profile type? x YES NO

FROM:

X7.4 Engine: Gasoline fueled and 13 HP with pressurized oil system and electric start
 x YES NO

TO:

X7.4 Engine: Gasoline fueled and 13 HP with pressurized oil system and electric start
 x YES NO
Is battery included x YES NO

LEAVE AS WRITTEN:

X7.7 Does unit have diaphragm type pump producing 29 GMP minimum
 x YES NO

LEAVE AS WRITTEN:

X7.8 Pump PSI: 120

LEAVE AS WRITTEN:

X7.13 Will nozzles be boom jet type with one-inch plumbing? YES NO

FROM:

X7.14 Will front boom be reversible from left to right side? YES NO

TO:

X7.14 Will front boom be reversible from left to right side? YES NO

Mounted on front bumper YES NO

FROM:

X7.18 Will two (2) LED type strobe lights be mounted on back of unit? YES NO

TO:

X7.18 Will two (2) Class 1 LED type strobe lights be mounted on back of unit? YES NO

HONDA ENGINES

Note: For the purpose of RFQ 7010EC02 Middletown Tractor Sales will honor this warranty coverage for a period of 24 months.

Distributor's Limited Warranty

Honda General Purpose Engines

This warranty is limited to Honda general purpose engines distributed by American Honda Motor Co., Inc., Power Equipment Division, 4900 Marconi Drive, Alpharetta, Georgia 30005. The following warranty applies to engines purchased at retail or placed into rental service on or after January 1, 2009.

PRODUCTS COVERED BY THIS WARRANTY:	LENGTH OF WARRANTY: (FROM DATE OF ORIGINAL PURCHASE)	
	PRIVATE RESIDENTIAL ⁽³⁾	COMMERCIAL/RENTAL/INSTITUTIONAL
GX & GXV Series Engines (except models listed below)	36 months	36 months ⁽¹⁾
GXV160, GXV140	24 months	24 months
GX22, GX25, GX31, GX35, GXH50, GXV50, GXV57, & GS & GSV Series	24 months	12 months ⁽²⁾
GC & GCV Series Engines	24 months	3 months ⁽²⁾

(1) Honda GX and GXV general purpose engines installed in concession-type vehicles are covered by this warranty for a period of 12 months from the date of original retail purchase.

(2) Honda GC/GS and GCV/GSV general purpose engines are not covered by this warranty when installed on concession type vehicles.

(3) Private Residential: Used in maintaining owner's primary and/or secondary residence. Any other use, including but not limited to informal "for hire" use, is considered commercial/rental/institutional use.

To Qualify for this Warranty:

The Honda general purpose engine must be purchased from a Honda general purpose engine dealer or distributor authorized to sell that product in the United States, Puerto Rico, or the U.S. Virgin Islands. This limited warranty applies to the first retail purchaser and each subsequent owner during the applicable warranty time period.

What American Honda Will Repair or Replace Under Warranty:

American Honda will repair or replace, at its option, any part that is proven to be defective in material or workmanship under normal use during the applicable warranty time period. Warranty repairs and replacements will be made without charge for parts or labor. Anything replaced under warranty becomes the property of American Honda Motor Company, Inc. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty.

To Obtain Warranty Service:

You must take your Honda general purpose engine, or the equipment in which it is installed, together with proof of original retail purchase date, at your expense, to a Honda engine dealer or distributor authorized to sell that product in the United States, Puerto Rico, or the U.S. Virgin Islands, during their normal business hours. Many Honda engine dealers and distributors are listed in the yellow pages of the telephone directory under gasoline engines, lawn & garden equipment & supplies, etc.

If you are unable to obtain warranty service, or are dissatisfied with the warranty service you receive, take the following steps: First, contact the owner of the dealership or distributor involved; normally this should resolve the problem. However, if you should require further assistance, write or call the Power Equipment Customer Relations Department of American Honda Motor Co., Inc.

American Honda Motor Co., Inc.
Power Equipment Customer Relations Department
4900 Marconi Drive
Alpharetta, Georgia 30005-8847
Telephone: (770) 497-6400

Exclusions:

This warranty does not extend to parts affected or damaged by the product in which the engine is installed, or by collision, misuse, neglect, parts worn beyond service limits due to normal wear/normal service life, parts affected or damaged by the conversion to or use of fuel other than the fuel(s) which the engine is originally manufactured to use, poor operation related to fuel contamination or fuel quality, parts damaged by fuel contamination, the incorporation of, or use of, unsuitable attachments or parts, the unauthorized alteration of any part or any causes other than defects in material or workmanship of the engine. Use of the Honda general purpose engine for racing or competition will void this warranty. Any engine that is part of a product that has ever been declared a total loss or sold for salvage by a financial institution or insurer.

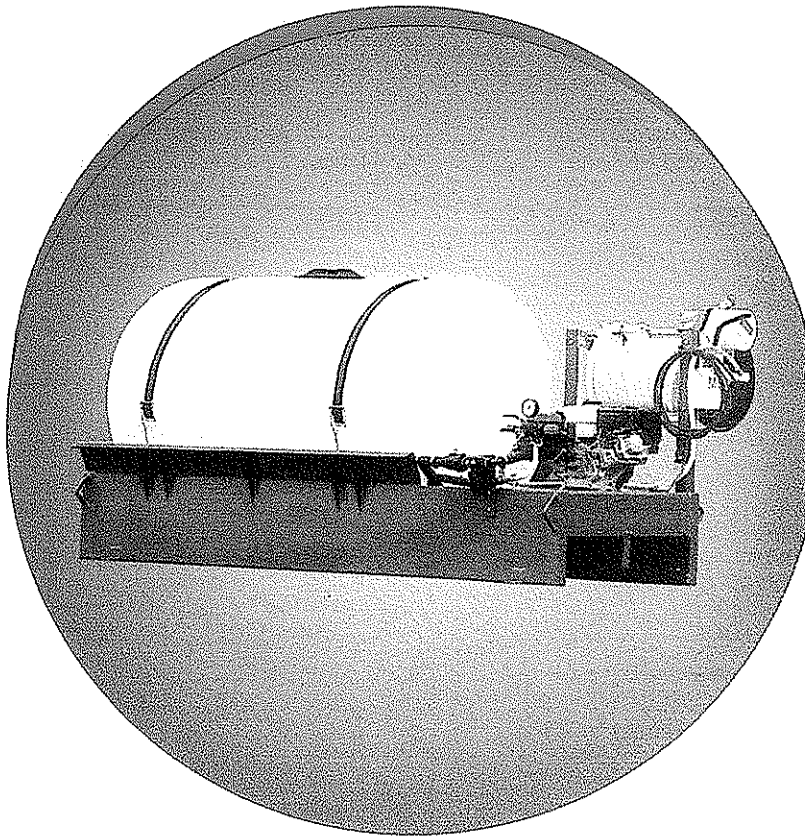
Disclaimer of Consequential Damage and Limitation of Implied Warranties:

American Honda disclaims any responsibility for loss of time or use of the engine, or the equipment in which the engine is installed, transportation, commercial loss, or any other incidental or consequential damage. Any implied warranties are limited to the duration of this written limited warranty. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

American Honda Motor Co., Inc.
January 2009

the sprayers line will show the quality and effectiveness

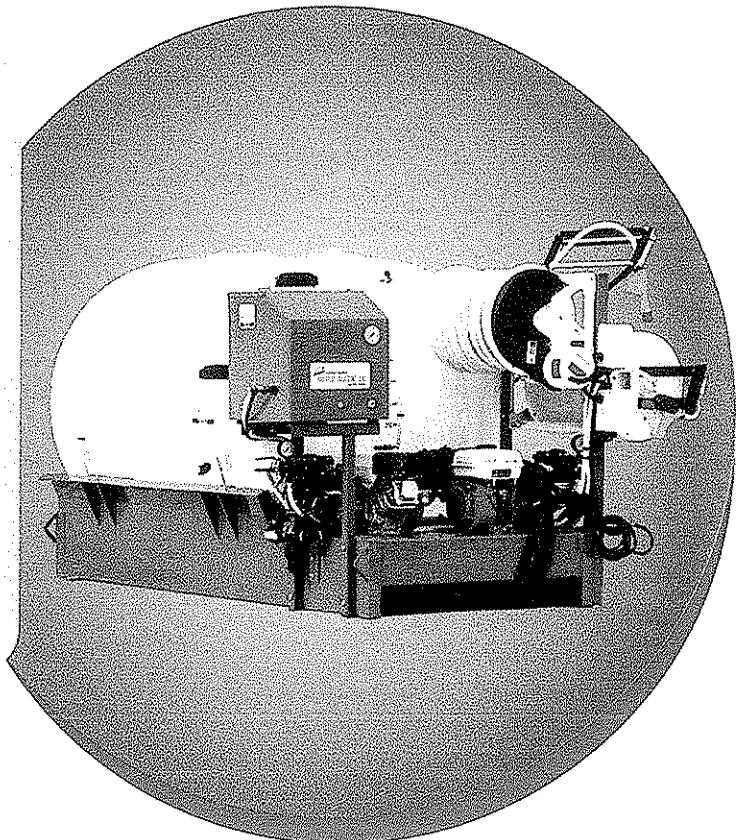


● **POLY SERIES**

- White poly round tank for full size pick-up truck
- 3 models available:
 - 200 US gal., (72" L x 38" W), 2075 lb filled
 - 300 US gal., (96" L x 38" W), 3000 lb filled
 - 500 US gal., (96" L x 48" W), 4700 lb filled
- Agitation by venturi nozzles
- See chart for pumping units and reels

● **FIBERGLASS SERIES**

- Round fiberglass 2 compartment tank for full size pick-up
- 3 models available:
 - 200 US gal., (72" L x 38" W): 132 US gal. and 68 US gal., 2250 lb filled
 - 350 US gal., (92" L x 42" W): 200 US gal. and 150 US gal., 3630 lb filled
 - 500 US gal., (96" L x 48" W): 375 US gal. and 125 US gal., 4900 lb filled
- Sparge tube agitation
- Available with 1 or 2 pumping units and with 1 or 2 power rewind hose reels allowing the application of different products.
- See chart for pumping units and reels.



SUMMARY OF THE WARRANTY

The sprayers manufactured by **MS Sprayer Inc** are warranted, to the original purchaser, to be free from defects in materials and workmanship for the periods specified below. Normal use conditions, according to the instructions in the operator's manual, apply. This limited warranty is subject to the exclusions listed in the complete version of the warranty described in the operator's manual. The warranty is calculated from the date of delivery to the original purchaser, and applies to the original components only. Parts replaced under this warranty will assume the remainder of the corresponding part's warranty period.

1 YEAR PARTS, 1 YEAR LABOUR WARRANTY

The components, excluding accessories and normal wear items listed in the complete version of the warranty described in the operator's manual, are warranted for 1 year on parts and labour.

WARRANTY PROVIDED BY OTHER MANUFACTURERS

Motors, engines, batteries, wheels, rims, rate controller or other items which are warranted by their respective manufacturers, are serviced through these manufacturer's local authorized service centres. **MS Sprayer Inc** cannot provide warranty on these items.

Note: This text above is only a summary of the warranty. Always refer to the complete version of the warranty in the operator's manual.

PRE-DELIVERY INSPECTION

The "Pre-Delivery Inspection Checklist" must be completed by dealer and signed by the original retail purchaser and returned to **MS Sprayer Inc** within 30 days of purchase date signed by the original retail purchaser, indicating that he has read and understood all safety and operational instructions in the manual, after the retailing dealer has explained to the original purchaser all safety instructions. In no case the warranty will be applied if the "Pre-Delivery Inspection Checklist" have not been completely filled and signed by the dealer and the retail purchaser in proper delay.

WARRANTY CLAIMS REFUND

Send us a properly filled "Warranty claim form" # RECF-US. A refund will be issued upon the policy "Equipment warranty claims" # RECP-US, located in your warranty binder.

Persons to contact

SALES • SERVICE • ADMINISTRATION

Phone : (800) 767-2050, (819) 474-1910
 Fax : (819) 474-5317
 Emergency : (819) 474-6867
 E-mail : sales@msspray.com
 Web site : www.msspray.com

Service manager : Claude Lafontaine

ORDER DESK

Phone : (877) 470-3052
 Fax : (877) 474-5317

Note: For the purpose of RFQ 7010EC02 and all contracts and associated purchase orders, the Manufacturer has agreed to a 24 month bumper to bumper warranty.

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: Middletown Tractor Sales Signed: [Signature] Title: Aftermarket Manager Date: 2-15-10

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.


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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: Middletown Tractor Sales
Authorized Signature:  Date: 2-15-2010

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: Middletown Tractor Sales

Authorized Signature: *Gary K Mal* Date: 02-15-2010

State of WV

County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 15 day of February, 2010.

My Commission expires Sept. 30, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Beatrice K Stevens*

