



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  
**7011EC17**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**L.H. Jones Equipment**  
 1825 Earl L. Core Road  
 Morgantown, WV 26505

**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    |
|-------------------------------------|--------------------|---------------------------------|----------------------|------------------|
| 04/04/2011                          | <i>Net 30 Days</i> | <i>Motor Freight</i>            | <i>Buckhannon WV</i> | <i>No Charge</i> |
| BID OPENING DATE: <b>06/02/2011</b> |                    | BID OPENING TIME <b>01:30PM</b> |                      |                  |

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER                       | UNIT PRICE                       | AMOUNT |
|---|----------|-----|--------|-----------------------------------|----------------------------------|--------|
| 0001  | 1        | EA  |        | 765-61                            |                                  |        |
|   |          |     |        | SRIC SNOWPLOW - PICKUP TRUCK PLOW | <i>See Pg. 2 of Eval. Report</i> |        |
| <p>REQUEST FOR QUOTATION (RFQ)<br/>         OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE SRIC SNOWPLOWS - PICKUP TRUCK PLOW PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p> |          |     |        |                                   |                                  |        |

RECEIVED  
 JUN-2 P 12:35  
 DIVISION  
 WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304 292 1307** DATE **6/1/11**

TITLE *VP* FEIN **55-0551865** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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 Department of Administration  
 Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
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PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PROPERTY

**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 |
|--------------|---------------|----------|--------|---------------|
| 04/04/2011   |               |          |        |               |

BID OPENING DATE: **06/02/2011** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <b>MANDATORY PRE-BID</b>   |          |     |        |             |            |        |
| <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 05/19/2011 AT 10 AM, 2019 WASHINGTON ST. E, CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> |          |     |        |             |            |        |
| EXHIBIT 10   |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
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 26201 304-472-1750

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
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| 04/04/2011   |               |          |     |               |

| BID OPENING DATE: 06/02/2011 | BID OPENING TIME 01:30PM |     |        |             |            |        |
|------------------------------|--------------------------|-----|--------|-------------|------------|--------|
| LINE                         | QUANTITY                 | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |

REQUISITION NO.: 7011EC17

**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 .. ✓ .....
- NO. 2 .....
- NO. 3 .....
- NO. 4 .....
- NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
 SIGNATURE  
 L.H. Jones  
 .....

|           |      |                                   |      |
|-----------|------|-----------------------------------|------|
| SIGNATURE |      | TELEPHONE                         | DATE |
| TITLE     | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |      |

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

**DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750**

SHIP TO

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 04/04/2011   |               |          |     |               |

BID OPENING DATE: **06/02/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UCP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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COMPANY

..... *6/1/11* .....

DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

EXHIBIT 2

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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 THIRTY (30) DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
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| SIGNATURE | TELEPHONE | DATE |
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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SUBJECT

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

SHIP TO

**DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 04/04/2011   |               |          |        |               |

**BID OPENING DATE: 06/02/2011 BID OPENING TIME 01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTURE ORDER.</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
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| SIGNATURE | TELEPHONE | DATE |
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RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF HIGHWAYS  
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**04/04/2011**

|                                    |                                 |
|------------------------------------|---------------------------------|
| ID OPENING DATE: <b>06/02/2011</b> | <b>BID OPENING TIME 01:30PM</b> |
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| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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REV. 5/2009

EXHIBIT 4

**LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.**

REV. 3/88

**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:**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
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VENDOR

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SEALED BID

BUYER: SHERI SLONE - FILE 33

RFQ. NO.: 7011EC17

BID OPENING DATE: 06/02/2011

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304 792 6641

CONTACT PERSON (PLEASE PRINT CLEARLY):

LEN HAICOCK

\*\*\*\*\* THIS IS THE END OF RFQ 7011EC17 \*\*\*\*\* TOTAL:

*See Pg 2 of Eval. Report*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 023-1-D

SRIC SNOWPLOW – PICKUP TRUCK PLOW  
WITH OPTION OF 7 ½ FOOT, 8 FOOT, OR 8 ½ FOOT PLOW

NOTE TO BIDDER: Procurement Specification No. 023-1-D, 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.: 7011EC17

Bidder's Name: LH Jones Equipment Co.

Address: 1825 Earl L. Core Road

Telephone Number: 304-292-1307

Years Bidder has been registered to do business with the State of West Virginia: 34 YRS.

Years Company has been an authorized dealer for proposed unit: 14 YRS.

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

X4.2 DELIVERY:

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

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit for 7 ½ Foot Plow:

\$ 3214.00 per unit

Price per unit for 8 Foot Plow:

\$ 3255.00 per unit

Price per unit for 8 ½ Foot Plow:

\$ 3352.00 per unit

TOTAL COST \$ 9821.00

X6.0 SPECIFICATIONS - GENERAL

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

7 ½ Foot \_\_\_ Western 7'6" Poly Pro, Model year 2011 production \_\_\_\_\_

8 Foot \_\_\_ Western 8' Poly Pro, Model year 2011 production \_\_\_\_\_

8 ½ Foot \_\_\_ Western 8'6" Pro Plus, Model year 2011 production \_\_\_\_\_

Is descriptive literature, fully describing proposed unit attached to your bid?  YES  NO

If not, why? \_\_\_\_\_

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES  NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES  NO

X6.2  
2-10-00

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

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

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARTS:**

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

| FILTERS        | MAKE  | PART NO. | LUBRICANT      | MANUFACTURER TYPE |
|----------------|-------|----------|----------------|-------------------|
| OIL            | _____ | _____    | ENGINE         | _____             |
| AIR INNER      | _____ | _____    | TRANSMISSION   | _____             |
| AIR OUTER      | _____ | _____    | POWER STEERING | _____             |
| FUEL PRIMARY   | _____ | _____    | HYDRAULIC      | _____             |
| FUEL SECONDARY | _____ | _____    | DIFFERENTIALS  | _____             |
| COOLANT        | _____ | _____    | BRAKE FLUID    | _____             |
| HYDRAULIC      | _____ | _____    | COOLANT        | _____             |
| OTHER          | _____ | _____    | OTHER          | _____             |

X6.3 TRAINING:

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

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

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

If NO, explain time frame \_\_\_\_\_

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?  
 YES  NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?  
 YES  NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?  
 YES  NO  
If NO, explain \_\_\_\_\_

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications  
 YES  NO

Is warranty literature attached?  
 YES  NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?  
 YES  NO

Describe:  
 Two (2) year parts & labor warranty as per specification \_\_\_\_\_

**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)

Two (2) year parts & labor warranty. See attached copy.

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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 work to be performed at LH Jones. LH Jones Equipment, 1825 Earl L. Core Road, Morgantown, WV 26505

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

LH Jones Equipment, 1825 Earl L. Core Road, Morgantown, WV 26505. Most parts stock during normal conditions.

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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:   0   % discount
- B. Terms: Net 60      Manufacturer's published list price less:   0   % discount
- C. Terms: Net 90      Manufacturer's published list price less:   0   % 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      \$   80.00   per mechanic hour

B. Travel Time Charge      \$   80.00   per mechanic hour  
(Specify if one-way)      \_\_\_\_\_; port to port   X  

C. Mileage Charge      \$   1.00   per vehicle mile  
(Specify if one-way)      \_\_\_\_\_; port to port   X  

D. Field Mechanic Rate      \$   80.00   per mechanic hour

E. Specify period of time that prices are in effect:   Term of contract  

F. Surcharge for miscellaneous items:   Air/expedited freight costs   %

**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:** Western **Model:** 7'6" Poly Pro, 8' Poly Pro, 8'6" Steel Pro

**Plus** \_\_\_\_\_

**X7.1 Moldboard:**

**X7.1.1 OPTION #1 - Will you provide a 7 ½ foot plow – polyethylene sheet with snow deflector mounted at top?**  YES  NO

**X7.1.2 OPTION #2 - Will you provide an 8 foot plow – polyethylene sheet with snow deflector mounted at top?**  YES  NO

**X7.1.3 OPTION #3 - Will you provide an 8 ½ foot plow with snow deflector mounted at top?**  YES  NO

**X7.1.4 Will snow deflector be rubber with top reinforcement?**  YES  NO

*Z*

- X7.2 Will ribs be electrically welded to top and bottom angle  YES  NO
- X7.3 Will formed steel plow shoes be provided, height adjustable  YES  NO
- X7.4 **Will trip springs be provided on unit and have shielded shock absorber for dampening blade trip return**  YES  NO
- X7.5 **Does blade pivot to follow contour of road**  YES  NO
- X7.5.1 **Will two (2) highly visible vinyl coated spring wound blade guides be provided**  YES  NO
- X7.6 **Plow angle 30 degrees to right and left**
- X7.7 Is frame and quadrant manufacturers heaviest duty available  YES  NO
- X7.8 Are lift chains high test steel with 2600 lbs. working load limit  YES  NO  
Hydraulic lift  YES  NO [hydraulic lift and chains]
- X7.9 Does lift frame have provision for out front hydraulics and light kit  YES  NO
- X7.9.1 Two (2) self storing adjustable plow stands integrated into the plow attachment mechanism  YES  NO  
Do stands have connecting hook and lever with integral lock pin  YES  NO
- X7.9.2 Is lift frame 2 piece construction **and lower lift frames include drive in alignment horns**  YES  NO
- X7.10 Will plow stands be provided for storage  YES  NO
- X7.11 Are hydraulics electric solenoid activated  YES  NO
- X7.12 Is blade drop speed adjustable  YES  NO
- X7.13 Are hydraulics controlled by a single lever in cab control with on/off switch and indicator light  YES  NO
- X7.14 Does unit have an isolation module feature to isolate plow control from vehicle's sensitive electronic system?  YES  NO
- X7.15 Does control allow a float position when lowered and able to angle left or right when in float  YES  NO

- X7.16 Is unit grounded to negative terminal of battery  YES  NO
- X7.17 Does hydraulic unit stay with plow when disconnected from the vehicle  YES  NO
- X7.18 Are there dual beam halogen headlamps plus combination part and turn signals mounted in combination with plow unit  YES  NO
- X7.19 Will a vehicle specific pre-wired harness be provided  YES  NO
- X7.20 Will blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights be removed in one step from truck as one complete unit  YES  NO
- X7.21 Will power and control harness have quick disconnects and covers at grille  YES  NO
- X7.22 Describe propose method of painting: steel parts are powder coated black  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- X7.23 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970"  YES  NO
- X7.24 Does unit conform to the advertising guidelines  YES  NO





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7011EC17

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**L.H. Jones Equipment**  
 1825 Earl L. Core Road  
 Morgantown, WV 26505

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 |
|------------------------------|---------------|--------------------------|----------------|---------------|
| 04/12/2011                   | Net 30 Days   | Motor Freight            | Buckhannon, WV | No Charge     |
| BID OPENING DATE: 06/02/2011 |               | BID OPENING TIME 01:30PM |                |               |

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER                       | UNIT PRICE | AMOUNT           |
|---|----------|-----|---------|-----------------------------------|------------|------------------|
| ADDENDUM NO. 1  |          |     |         |                                   |            |                  |
| THIS ADDENDUM IS ISSUED TO MAKE CORRECTION TO BIDDERS EVALUATION REPORT WORD DOCUMENT ATTACHMENT. |          |     |         |                                   |            |                  |
| *****END ADDENDUM NO. 1*****  |          |     |         |                                   |            |                  |
| 001   | 1        | EA  |         | 765-61                            |            |                  |
|   |          |     |         | SRIC SNOWPLOW - PICKUP TRUCK PLOW |            |                  |
|   |          |     |         |                                   |            | See Eval Report  |
| ***** THIS IS THE END OF RFQ 7011EC17 ***** TOTAL:  |          |     |         |                                   |            | See Eval. Report |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                           |                                   |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>[Signature]</i> | TELEPHONE<br>304 292 1307 | DATE<br>6/1/11                    |
| TITLE<br><i>[Signature]</i>     | FEIN<br>55-0551865        | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

**WESTERN® SNOWPLOW  
COMMERCIAL  
LIMITED WARRANTY**

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

**WESTERN® SNOWPLOW  
COMMERCIAL WARRANTY**

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

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

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

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

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

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

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

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

Signed: 

Date: 6/1/11

Title: VP

RFQ No. 701EC17

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: LH Jones

Authorized Signature: [Signature] Date: 6/1/11

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 1 day of June, 2011.

My Commission expires March 29, 2011.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature: Jamie Heller]

