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TITLE

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PO BOX 473

CHARLESTON WV

WV TRACTOR COMPANY

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

25322

304-346-5301

## Request for Quotation

RFQ NUMBER
7011EC23

PAGE 1

ADDRESS	CORRESPO	NDENCE	TO ATTEN	TION OF:

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS
SEQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV

26201 304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/21/2011 Net 30 Davs Truck Buckhannon Prepaid BID OPENING DATE 06/14/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP UNIT PRICE ITEM NUMBER **AMOUNT** 0001 EΙΑ 755-30 1 LOW DECK CONVEYOR PAVER REQUEST FOR QUOTATION RFQ) OPEN EIND CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE LOW DECK CONVEYOR PAVER PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MAINDATORY PRE-BID TECHNICAL QUESTIONS MUST BE SUBMITTED IN MEETING. WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS REQ, 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 DIVISON AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS. ONIA THE DIVISION WARE OF WV SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 346-5301 6/27/2011

5**9**0621655

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### **INSTRUCTIONS TO BIDDERS**

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



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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV

26201 304-472-1750

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 04/21/2011 BID OPENING DATE: BID OPENING TIME 01:30PM 06/14/2011 CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 05/26/2011 AT 10 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. 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 VERIFYING ATTENDANCE AT THE MANDATORY OFFICIAL DOCUMENT 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 THE PURCHAISING DIVISION AND THE STATE AGENCY SHEET. WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. INADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. 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.

TITLE

SIGNATURE

FEIN

EXHIBIT 10

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS



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Ŧ	BRUSHY FORK ROAD
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26201 304-472-1750

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SIGNATURE				TELEPHONE		DATE	
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BUYER 33

304-558-2402

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201 304-472-1750

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

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#### Request for Quotation

RFQ NUMBER 7011EC23 5

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ADDRESS CHANGES TO BE NOTED ABOVE

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS

WV TRACTOR COMPANY PO BOX 473 EQUIPMENT DIVISION VENDOR ROUTE 33 BRUSHY FORK ROAD CHARLESTON WV 25322 BUCKHANNON, WV 26201 304-472-1750 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS

04/21/2011 BID OPENING DATE: 06/14/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** 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. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISTION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMME-DIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMETED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATE\$ 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. ORDERING PROCEDURE: SPENDING UNIT(S) \$HALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35)  ${ t f}$ OR COMMODIT ${ t t}$ ES C ${ t d}$ VERE ${ t d}$  BY THIS CONTRA ${ t t}$ T. THE ORIGINA 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 FOR-WARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION. **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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE

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

FEIN



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RFQ NUMBER 7011EC23

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304-558-2402

	1
	DIVISION OF HIGHWAYS
	EQUIPMENT DIVISION
	ROUTE 33
	BRUSHY FORK ROAD
١	BUCKHANNON, WV

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> ADDRESS CHANGES TO BE NOTED ABOVE ADOUT LADELED WENDOR

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 04/21/2011 BID OPENING DATE: 06/14/2011 BID OPENING TIME 01:30PM CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE 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 IF THE VENDOR DOES NOT WISH TO EXTEND THE MIRGINIA. 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. We do not wish to extend this contract to other government bodies. REV. 3/88 NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25|305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF OR THE BID MAY NOT BE CONSIDERED: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE DATE



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WV TRACTOR COMPANY

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

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DIVISION OF HIGHWAYS

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

<u> 304-558-2402</u>

EQUIPMENT DIVISION

ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750

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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.501-1-B

#### LOW DECK CONVEYOR PAVER

NOTE TO BIDDER: Procurement Specification No. 501-1-B, 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.:	7011EC23	_		
	Bidder's Name:	West Virginia Tractor Company_		_	
	Address:	P.O. Box 473 Charleston, WV 2	5302	_	
	Telephone Number:	_304-346-5301			
	Years Bidder has been registe	red to do business with the State of	West Virginia:	29	YRS
	Years Company has been an a	authorized dealer for proposed unit		29	YRS
X3.2	Have you complied with all n	nandatory specifications?x	_ YES NO		
	DELIVERY:  Delivery date of completed 1	representative unit:100	Calendar Day Receipt of Purcha		ment
X4.2.2	2 Delivery date of balance of co	ompleted units:120		er Receipt Schase Agi	

X5.0	AWARD CRITERIA;
X5.1	Price per unit:  #102,934 per unit
	SPECIFICATIONS - GENERAL  Manufacturer, model, series, and date of manufacture of proposed unit: Calder Brothers CorporationMauldin 1750-C2011 or later as ordered Is descriptive literature, fully describing proposed unit attached to your bid? _x 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? xYESNO  Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation
	Report) be provided upon inspection of the pilot unit?x_YESNO

#### 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.

DESCRIPT	`ION:	- 31 40 -		MA	KE:		
M	ODEL:		YEAR:	PUI	PURCHASE AMOUNT:		
ENGINE:	MAKE:		MODEL:		FUEL TYPE:		
			CYLINDER: _	ENG	GINE SERIAL:		
	COOLING SYST	EM CAPACITY: _					
BELTS:	DESCRIPTION:			PART NUM			
GVW:						REAR:	
TIRES:	FRONT MAKE &						
		SIZE:					
DIMENSIO	ONS OF UNIT:	LENGTH:		WIDTH:		LENGTH:	
VENDOR (	CONTACT PERSO	N:		PHONE:			
PARTS:							
BATTERY	MAKE:		MODEL:		CCA: _		
TOP OR S	IDE POST:		MODEL: WI		WIDTH	HEIGHT	
SPARK PL	JUGS OR FUEL INJ	ECTORS MAKE: _		PARI#			
ALTERNA	TOR MAKE:	I OWIT WIAKE.		PART #:			
STARTER	MAKE:			PART #:			
TURBO CI	HARGER MAKE: _			PART #:			
TRANS. M	IAKE:	MODI	EL:		_ AUTO/MANUAI	;	
HYDRAU	LIC PUMP MAKE:			MODEL:	<del>.</del>		
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X6.3	TRAINING:			
	Will training seminar be conducted on Preventive Maintenance, Operatorx		lechanic Tr NO	raining
	Will you conduct training with each purchase order against this open		ontract? _ YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?		unit on the _YES	
	If NO, explain time frame		<del></del>	
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		or to the _YES	NO
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training?x_ YES NO	, video	s, projecto	ors, required
X6.4.1		x_	_ YES	
X6.5	WARRANTY AND SERVICE POLICY			
	Will the warranty and service you provide comply with all areas as statedx_YESNe		ction 6.5 of	specifications
	Is warranty literature attached?x	YES	NO	

.

#### **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.)

l . Det Stand	fine the terms of the star ard warranty extended to	dard warranty. If not offered, so state. (Attach copy) two years parts and labor bumper to bumper
Juna	ara warrand	
manu	facturer's representative	be performed at DOH facilities and warranty service to be performed at facility. List name and location of manufacturer's representative. be performed at West Virginia Tractor Company in Charleston, WV.
viosi	work under warranty to	be performed at West Virginia Travels Company in Characterist,
know	n.	entories that are within the State of West Virginia. Also, list availability levels, if by West Virginia Tractor Company in Charleston, WV.
viaui	um parts to be supplied	y west viigina iractor company in charactery
	ring the term of warrant r will sell the parts to ov	y, list the guarantee discount to manufacturer's published list price for parts that vner.
A.	Terms: Net 30	Manufacturer's published list price less:% discount
B.	Terms: Net 60	Manufacturer's published list price less:% discount
C.	Terms: Net 90	Manufacturer's published list price less:% discount
	ring the term of warrant ways?	y, will all manufacturers or engineering improvements be submitted to Division ofx_ YES NO
6. Du	ring the term of warrant	y, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$_75.00 per mechanic hour
B.	Travel Time Charge	\$_75.00 per mechanic hour
	(Specify if one-way)	; port to portx
C.	Mileage Charge	\$ 2.00 per vehicle mile
0.	(Specify if one-way	; port to portx
D.	Field Mechanic Rate	\$75.00 per mechanic hour
Е.	Specify period of time	e that prices are in effect: _During warranty period
F.	Surcharge for miscell	aneous items: Holiday and overtime 150%.

X6.6	EVALUATION COMMITTEE REQUIREMENTS	
	Is all component specifications, product literature, component n Committee bid determination?	nodels provided for Evaluationx YES NO
X6.7	Will all parts, equipment, accessories, material, design and processories and provide a compand conform in strength, quality of material, and quality of advertised and provided to the market in general by the unit	lete unit, be furnished with the unit workmanship to those which are
X6.7.1	Are all parts and accessories adequate and regularly supplied those which may be duplications of specifications herein, and to be furnished?	
X6.7.2	Are all standard safety features that are required by Federax	ll and State statutes of law included?YESNO
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for unit to the specifications. Should the bidder except a requirement the basis that such feature is not offered by the manufacturer. The discretion as to whether the bidder's substitution meets the requirement.	ent, then such exception may be only on The Division will have the sole
	Manufacturer: _Calder Brothers Corp Mo	del: _Mauldin 1750-C
X7.1	Does unit have spray down system with two (2) hose wraps	x YES NO
X7.2	Power Train:	
X7.2.1	Engine Manufacturer and Model:John Deere4045	Γ
X7.2.2	2 HP:84	
X7.2.3	B Does engine have safety shutdown features	_x_ YES NO
X7.3	Transmission:	
X7.3.1	Is it variable hydrostatic (front wheel drive) See addendum	YES NO
X7.4	Dimensions of unit:	
X7.4.1	Weight:15,700 lb.	
X7.4.2	2 Length:13'9"	
X7.4.3	Width:8'6" with hopper in and 10' with hopper extended	ed out

X7.4.4	Height:5'11"			
X7.4.5	Receiving Hopper:			
X7.4.5.1	Capacity: _8.0 Tons			
X7.4.5.2	Width:102" wings in and 120" wings out			
X7.4.6	Does hopper have hydraulic folding wings	x	YES_	NO
X7.5 Ele	ectric Screed:			
X7.5.1	Does the unit meet the variable paving range of 0 inches to 2 See addendum		hes _YES	NO
X7.5.2	Does unit have electric heaving controls, with four (4) blade electric none (1) each side of main screed	ements	s; one (1) YES _	in each extension andNO
X7.5.3	Does unit have an auger that provides even distribution of r	nateri x	al YES _	NO
X7.5.4	Does unit have adjustable end gates that will provide square	e edge x_	es _YES _	NO
X7.6 Tr	ack Drive System:			
X7.6.1	Does hydrostatically powered self-cleaning crawler type tracks rollers and hydraulically adjustable front idler	consis	st of driv _YES	e sprocket, four (4)NO
X7.6.2	Is drive mechanism torque hub driven with two (2) speeds	x_	_YES _	NO
X7.6.3	Does unit have fail safe brakes with anti-creep function	x_	_YES _	_xNO
X7.7 Ca	apacities:			
X7.7.1	Fuel tank:20 gallon plus 7 gallon for wash-down tank			
X7.7.2	Hydraulic reservoir:30 gallon			
X7.8 Li	ghting:			
<b>X7.8.1</b> X7.9 Pa	Does unit have rotating yellow safety beacon See addendum ainting:		_YES _	NO
X7.9.1	Is unit prepped and painted manufacturers standard process and	l coloi	S VES	NO

X7.10 S	tandard features	considered a	s standard o	equipmer	it but not	addressed	above:
---------	------------------	--------------	--------------	----------	------------	-----------	--------

Fully enclosed engine/hydraulic compartment with sound attenuation and oil capture system, hydraulic oil cooler, 7 gallon wash-down tank, dual 30" feed conveyors, anti-creep function, double pump hydrostatic drive with triple auxiliary pumps and hydrostatic dynamic brakes, dual operator consoles and one swivel seat, hose reel system for wash-down system, electronic screed depth control, auto-vibratory screed function, (2) fixed and (2) extendable augers.

X8.2	Does unit have one (1) umbrella	x_	YES _	NO	
X8.1	Does unit have one (1) extra seat	x_	YES_	NO	
X8.0	OPTIONS				
X7.12	Does unit meet OSHA Act of 1970 and subsequent amendmen	nts	x_	YES	_ NO
X7.11.	1 Does unit conform to advertising guidelines?		x	YES	_NO
X7.11	Advertising:				



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

## Request for Quotation

7011EC23

P/	<b>IGE</b>	
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ADDRESS CORRESPONDENCE TO ATTENTION OF

**ADDRESS CHANGES TO BE NOTED ABOVE** 

BUYER 33

<u> 304-558-2402</u>

MODUM<

TITLE

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

CHARLESTON WV 25322

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 06/13/2011 Truck Buckahnnon Prepaid BID OPENING DATE: BID OPENING TIME 01.30PMCAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 1 BID OPENING DATE AND TIME CHANGED FROM: 06/14/2011 @1:3D P.M. TO: 06/29/2011 @1:3b P.M. NO OTHER CHANGES 0001 755-30 ĖΑ LOW DECK CONVEYOR PAVER THIS IS THE END OF REO 7011E**C**23 TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 346-5301 DATE 6/27/2011

55**6**621655

## 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.
- The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### **INSTRUCTIONS TO BIDDERS**

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



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

## Request for Quotation

7011EC23

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BUYER 33

304-558-2402

\*709051756 AND CHA

304-346-5301 WV TRACTOR COMPANY

PO BOX 473

CHARLESTON WV 25322 DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201 304-472-1750

DATE PRIN	TED	TERMS OF SAL	E	SHIP VI	١	F.O.B.		FREIGHT TERMS
06/21/		et 30 Day	ys	Truck		Buckhanno	n I	Prepaid
BID OPENING DATE:	06/2	29/2011		<b>.</b>	BID_	OPENING TI	ME 01	:30PM
LINE	QUANTITY	4OD	CAT. NO.	ITEM NUM	3ER	UNIT PRI	CE	AMOUNT
	CHANGES TO BID OPENIN NO OTHER C	IG DATE 2	ECIFI		R THE	ATTACHED. 9/11 @1:30	P.M.	
0001	LOW DECK C	EA 1		755-30				
	***** TH	IS IS TH	IE ENI	OF RFQ	7011E	C23 *****	TOTAL:	
A			SEE DE	VERSE SIDE FOR TE	BMS AND CO	NOITIONS		
SIGNATURE	10 / N	1 h .	OEE HE		ELEPHONE		DATE	C 10=1-
	mu(l)	raa	<del></del>			346-5301		6/27/2011
Pres	sident	<b>性in</b> 5500	0 62165	5		ADDRE	SS CHANGES	TO BE NOTED ABOVE

## PREBID ADDENDUM #2 7011EC23

#### LOW DECK CONVEYOR PAVER

CHANGES TO BIDDER'S EVALUATION REPORT:
NO CHANGE REQUIRED:  X4.2.1 Delivery date of completed representative unit:    100   Calendar Days After   Receipt of Purchase Agreement
FROM X5.1 Price per unit:per unit
TO: X5.1 Price per unit including Options 8.1 and 8.2 #102,934 per unit
FROM: X7.1 Does unit have spray down system with two (2) hose wraps _YES_NO
TO:  X7.1 Does unit have spray down system with two (2) manual hose wraps, wrap by hand  YES NO
NO CHANGE REQUIRED:
X7.2.2 HP: 84
FROM: X7.3.1 Is it variable hydrostatic (front wheel drive)_YES_NO
TO: X7.3.1 Is it variable hydrostatic (track drive) _x YES NO

FROM:	
X7.5.1 Does the unit meet the variable paving range	of 0 inches to 42 inches? _YES_NC
TO:	of 9 fact to 15 fact?
X7.5.1 Does the unit meet the variable paving range	YES NO
	•
NO CHANGE REQUIRED:	
X7.5.2 Does unit have electric heaving controls, with fo extension and one (1) each side of main screed	
Octobion and one (1) each side of main solved	
NO CHANGE REQUIRED:	
X7.6.2 Is drive mechanism torque hub driven with tw	wo (2) speeds x YES NO
NO CHANCE DECLIDED.	
NO CHANGE REQUIRED: X7.6.3 Does unit have fail safe brakes with anti-creep for the safe brakes with a	function x YES NO
NO CHANGE REQUIRED:	
X7.7.2 Hydraulic reservoir: gallon	
ED ON C.	VES NO
FROM: V7.8.1 Does unit have rotating vallow safety begon	_1155_110
X7.8.1 Does unit have rotating yellow safety beacon	
<b>X7.8.1 Does unit have rotating yellow safety beacon</b> TO:	S NO
X7.8.1 Does unit have rotating yellow safety beacon	SNO
<b>X7.8.1 Does unit have rotating yellow safety beacon</b> TO:	SSNO

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

#### WEST VIRGINIA TRACTOR COMPANY

#### 7011EC23 Low Deck Conveyor Paver Exceptions to Specifications

7.0	Our p	oaver is	s a	Mauldin	1750-C.			
	_					_		

- 7.2.1 Our engine is a John Deere 4045T diesel in lieu of Kubota.
- 7.2.2 Our John Deere engine has 84 HP in lieu of 67 HP.
- 7.4.1 Our paver weighs 15,700 lb. with standard equipment and about 15,900 lb. with options requested.
- 7.4.2 Our paver length is 13'9" in lieu of 13'1".
- 7.4.3 Our paver width is 8'6" with hopper in and 10' with hopper out.
- 7.4.4 Our paver height is 5'11".
- 7.4.5.2 Our hopper width is 102" when in and 120" when extended out.
- 7.5.1 Our paving width is up to 15'6" in lieu of 15'.
- 7.6.3 Our paver has the anti-creep function, but fail safe brakes are not part of the system since the brakes are hydrostatic and not mechanical.
- 7.7.2 Our hydraulic reservoir is 30 gallons and is internally baffled with a cooler.

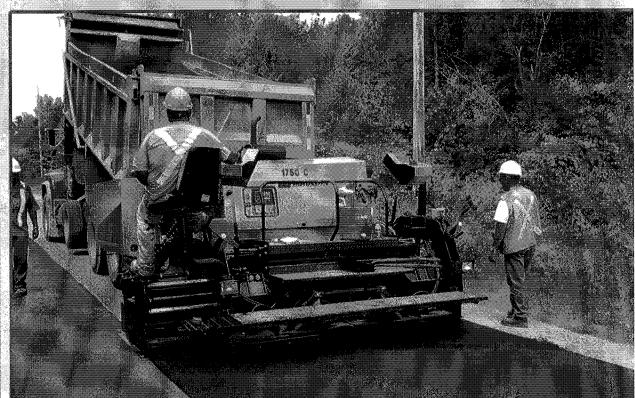
# 1750-C SUPER PAVER

- Dual Operator's Stations with Full Machine Controls, Including Automatic Sonic Feed Control
- > 80 HP John Deere Diesel Engine
- > Fully Enclosed, Sound Proof Engine Compartment
- > Pre-Wired for Screed Automation
- > Full Set of Instrument Gauges
- Two-Speed Polyurethane Crawler Track Drive System
- Seamless Paving up to 16'

"Before we purchased our new Mauldin 1750-C, we owned a 1985 Fortress Allatt 650P.

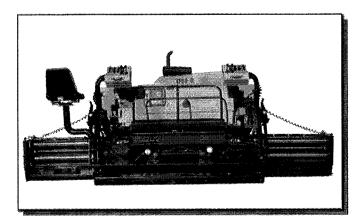
There are major differences between the two machines. We appreciate
the increased productive capabilities of the new Mauldin paver. It will
enable us to complete projects faster on a more timely basis. We are a small
regional contractor and this permits us to undertake more, larger projects."

- Mannix Marion, President of Marion Asphalte of St. Paul de Joliette (Quebec)





# Greater Versatility, Maximum (

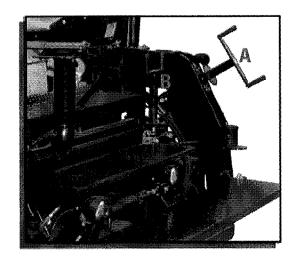


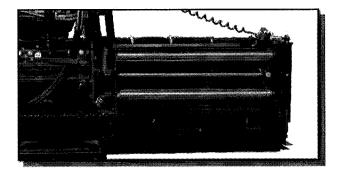
#### Performance-Proven Design

- Newly designed screeds ensure seamless mat.
- Swivel seat allows operator visibility of joint.
- Strategically placed work lights allow for night paving.

#### **Extension Controls and Handles**

- A Standard equipped screed with depth crank handles and electric/hydraulic depth adjustment.
- **B** Match height handle allows operator to align extension height to main screed for seamless paving.
- C Slope handle allows operator to adjust extension to either flat or angled positions.
- Exclusive design the only mid-size paver screed with highway class controls.





#### Industry's Best Extension Slide Mechanism

- Machined and polished chrome rods ensure precise sliding control.
- Replaceable bushings for guide rods allow rebuilding to original tolerances.

"One of the things that I especially appreciate about our Mauldin 1750-C with the new SILVER-16 screed is the increased productivity we can achieve with it. The paver is big and heavy enough to push the fully loaded trucks and yet light and maneuverable enough to work productively in confined area."

- Pete Kramer, Vice President of Asphalt Paving & Maintenance, Inc.., Lexington, KY





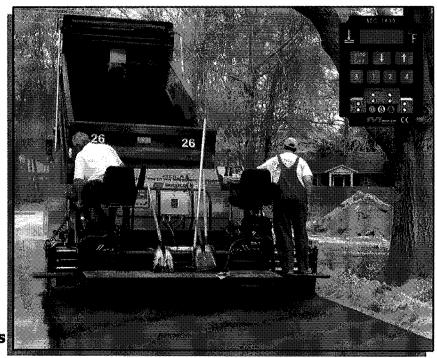


#### **Road Construction**

- Fully operational controls from either side eliminate reaching.
- With Mauldin's advanced highway class technology screeds, large road jobs can be undertaken.
- Versatile design handles large road jobs, allows one-person operation.
- Operator-friendly controls allow for smooth and friendly paving.

#### **Screed Heat Options**

- Propane Heat Features 4
   burners on main screed and 1
   burner on each extension which yield fast start up times.
- Auto-Ignition, Thermostatic Controlled Propane Heat -Features the fast start up times associated with propane in a fully automatic screed with 4 independent heat zones.
- Electric Heat, Thermostatic Controlled - Features 3 fully automatic, independent & thermostatically controlled zones for the highest level of operator safety & ease of operation.





			750-C SUPE			
DIMENSIONS			TRANSMISSION			
Length	13'9"	423 cm	MAULDIN Super Stee	er™ with Pave Resume™	Rexroth	Tandem Hydrostatic
Width, Hopper In	8'6"	289 cm	William to the second s	and a first blackers a summittee of the control of		
Width, Hopper Out	10'	305 cm	OPERATION			
Height	5'11"	179 cm	Steering	<del></del>		Hydrostatic - Skid Steer
Truck Clearance	21.5"	54 cm	Paving Speed	980 - F. 100		0 - 140 FPM 0 - 43 MPM
			Travel Speed			0 - 250 FPM 0 - 77 MPM
WEIGHT					(b-(thtu lit)//)	
Crawler Track	15,700 lbs	7,121 kg	HOPPER			
			Capacity		8.0 tons (US)	7,257 kg
CRAWLER TRACK	SUSPENSION		Double Conveyor, Width	water total description of the transfer of the temperature of the transfer of the temperature of the tempera	60*	152 cm
Length, per side	86"	218 cm	MILLION CONTROL OF THE STREET			de la constantina della consta
Tensioner		Automatic/Hydraulic	SCREEDS		SILVER-16™	
Drive		Planetary, Sprocket	Туре		Fi	ee Floating, Vibratory
Track Rollers (Sollow)	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(12) Oil Filled, Metal Faced	Screed Plate	44.5	41 42	3/8" x 18" Bolt-On
Idler Rollers (Top)		(2) Oil Filled, Metal Faced	Paving Depth	15:0:673	46	0 - 15:2 cm
			Standard Length	8 35	44.0	2.4 m
ENGINE			Standard Extended Width	15'6'		4.7/m
Manufacturer	······································	John Deere	Full Extended With	15'6"		342 m
Fuel Type		Diesel	Vertical Lift	137		33 cm
HP (SAE/1349)		80	Crown/Invert Adjustment	12 13 T		76 mm
Kilowatts		60	Material Auger Diameter	9.		23 cm
Type and Cooling		4 Cylinder, Water	Auger System	(2)		Fixed Mounted
Electrical System		12 volt	**************************************	(2)	3.00	Extendable
			Standard Screed Heating	44	Four	Main Screed Propane Burners
CAPACITIES					and T	vic Extension Propane Burners
Fuel Tank	20 gal	75.71 lit	OPTIONS	Electric Heat Screed	Screed Auto	mation
Hydraulic Tank	30 gal	113.56 lit		Electronic Engine Throttle	Road Crew I	Kit
Washdown Tank	7.5 gal	28.39 lit		Screed Remote(s)	Electric/Hyd	raulic Match Height Controls
				M-Brella Sunshade	Truck Hitch	31.2

Sold & Serviced by:



Calder Brothers Corporation 250 E. Warehouse Ct. Taylors, SC 29687 Phone (864) 244-4800 Fax (864) 244-5007 www.CalderBrothers.com







Single Stage Extension!!!

New "Power-Glide" Guides

Ultra-Sonic Material Feed

High Rise Endgates

Spring Loaded Endgates

Power Extending Feed Tunnels

www.4aMauldin.com

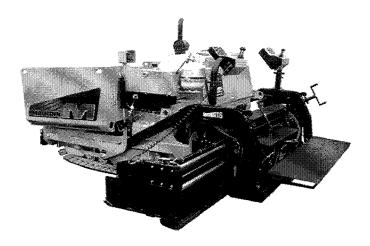


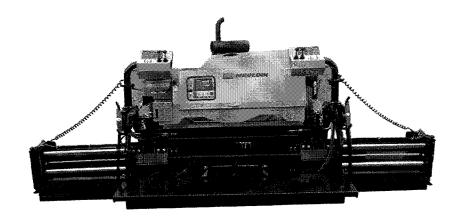


**MAULDIN's Silver-16** screed is the most dominating screed offered to date in the commercial paving market. Fittingly, the **Silver-16** name is inspired by the captain of the **Silver Seven** hockey club, Harvey Pulford.

Pulford, a physical defenseman earned hockey fame by captaining the Ottawa *Silver Seven* to Stanley Cup championships in 1903, 1904, 1905, 1906. During this run of domination the *Silver Seven* turned back ten different challenging squads.

The **Silver Seven**'s Pulford earned the reputation as one of hockey's toughest players. Pulford regularly punished the opposition with bruising body-checks, a tactic that was not used much in early hockey. Players that kept their head down and got pummel by a Pulford check, probably needed help getting off the ice.





Catch your competition with his head down by pummeling him with a *Silver-16*Make sure *he* is the one that needs help getting off the mat!



# CALDER BROTHERS CORPORATION (LIMITED) PRODUCT WARRANTY

Calder Brothers Corporation warrants that the Paver under this program will be free from defects in material and workmanship for a period of (12) twelve months from date of installation. Written notice of any claimed defect must be given to Calder Brothers Corporation within the warranty period and within (30) thirty days after such defect is discovered. Liability under this warranty is limited to replacing or repairing, at Calder Brothers Corporation's election, any part or parts deemed defective after examination by Calder Brothers Corporation or an Authorized Service Representative. Any paver or any of its parts returned by customer to Calder Brothers Corporation or an Authorized Service Representative via prepaid transportation and which is found to be defective will be repaired or replaced and returned to the customer via prepaid surface transportation within the continental United States. Should any part be found not defective, Calder Brothers Corporation or an Authorized Service Representative may charge inspection and handling to the customer.

#### **EXCLUSIONS:**

This warranty does not apply to routine wearable parts of the Mauldin paver such as seals, points, plugs, hoses or similar items. This warranty does not extend to any paver or part replaced or repaired under this warranty. This warranty does not cover any repair or replacement labor of any part or parts found defective after examination by Calder Brothers Corporation or an Authorized Service Representative. This warranty does not apply to defects caused by casualty or unreasonable use, including faulty repairs by others and failure to provide reasonable and necessary maintenance.

THIS WARRANTY SET FORTH HEREIN IS IN LIEU OF AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER WAIVES ANY OBLIGATION OF LIABILITY OF CALDER BROTHERS CORPORATION ARISING IN TORT OR STRICT LIABILITY IN TORT, OR FOR LOSS OR USE, REVENUE OR PROFIT WITH RESPECT TO MAULDIN PAVER AND/OR PARTS FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY, OR FOR OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Rev. 09/08

Date:

### 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. Application is made for 2.5% resident vendor preference for the reason checked:

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 preced-
<u>x</u>	ing the date of this certification; <b>or</b> , 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; <b>or</b> ,  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; <b>or</b> ,
2. x	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. x	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.
requ agai	ler understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the uirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty inst such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency aducted from any unpaid balance on the contract or purchase order.
auth the	submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and norizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information med by the Tax Commissioner to be confidential.
Und and cha	der penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true I accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate Inges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	dest Virginia Tractor Company Signed: Jayu Mady
	6/27/2011 Title: President

Title:

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

	7011EC23
RFQ No.	

## 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.

# West Virginia Tractor Company Authorized Signature: Date: 6/27/2011 State of West Virginia County of Kanawha to-wit: Taken, subscribed, and sworn to before me this 27 day of June 2012 AFFIX SEAL HERE NOTARY PUBLIC Steven B. Bashum

