

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

State of West Virginia Request for Quotation 13 — Equipment

Proc Folder: 133732

Doc Description: ADDENDUM NO. 1 - VENDOR QUESTIONS AND EXTEND BID OPENING

Proc Type: Central Master Agreement

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

W

25305

A A PARTY

US

Vendor Name, Address and Telephone Number:

STATE EQUIPMENT, INC.

P.O. BOX 3939

CHARLESTON, WV 25339

(304)776-4405



FOR INFORMATION CONTACT THE BUYER

Sheila L Hannah (304) 558-4317

sheila.l.hannah@wv.gov

Signature X

FEIN# 550658298

DATE 9/21/15

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

ADDENDUM NO. 1 EXTEND BID OPENING AND RESPONSES TO VENDOR QUESTIONS ATTACHED.

The West Virginia Purchasing Division is soliciting bids
On behalf of the West Virginia Division of Highways, Department of Transportation
to establish an open-end contract for a Double Drum Vibratory Roller/Compactor. Mower

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT	33		DIVISION OF HIGHWAYS	s
83 BRUSHY FORK RD CRO	DSSING		33 BRUSHY FORK RD C	ROSSING
BUCKHANNON	WV26201		BUCKHANNON	WV 26201
US		72	us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CLASS 591 - DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR	10.00000	EA	\$31,995.00	\$319,950.00

Comm Code	Manufacturer	Specification	Model #	· · · · · · · · · · · · · · · · · · ·
24101723	CASE	DOUBLE DRUM VIBRATORY COMPACT ROLLER	DV26	

Extended Description:

CLASS 591 - DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

			1
<u>Line</u>	<u>Event</u>	Event Date	
1	Mandatory Pre-Bid 10:30 am	2015-08-26	
2	Technical Questions due	2015-09-02	

Exhibit A

Pricing Sheet

			RFQ 7016EC07		
1	10	Each \$31,995.00	One complete unit: Double Drum Vibratory Roller/Compactor		
		· · · · · · · · · · · · · · · · · · ·		Grand Total	\$319,950

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

Double Drum Vibratory Roller/Compactor

2015 CASE DV26

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1600000015

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

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

(Check the box next to each addendum received) [X] Addendum No. 1 [] Addendum No. 6 [] Addendum No. 2 [] Addendum No. 7 [] Addendum No. 3 [] Addendum No. 8 [] Addendum No. 4 [] Addendum No. 9 [] Addendum No. 5 [] Addendum No. 10

Addendum Numbers Received:

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

STATE	EQUIPMENT,	INC.		
6		Company	>	negolatera en
	A	uthorized	l Signature	
9/21/1	5			
	D	ate		

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION CLASS 591 DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

6.6 **Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

7. MISCELLANEOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: EDDIE ROWAN, JR

Telephone Number: (304)776-4405

Fax Number: (304) 776-4409

Email Address: EDDIE@STATEEQUIPMENT.COM

- 7.4 Operating and Service Manuals and Parts Lists: An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.
- 7.5 **Training:** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic

CERTIFICATIONAND SIGNATURE PAGE

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

STATE EQUIPMENT, INC.

(Company)

EDDIE ROWAN, JR. GENERAL MANAGER

(Authorized Signature) (Representative Name, Title)

(304)776-4405 (304)776-4409 9/21/15

(Phone Number) (Fax Number) (Date)

STATE EQUIPMENT, INC.

PO BOX 3939 CHARLESTON WV 25339 PHONE: 304-776-4405 FAX: 304-776-4409 INFO@STATEEQUIPMENT.COM

INFO@STATEEQUIPMENT.COM WWW.STATEEQUIPMENT.COM

EXCEPTION

3.1.3.1

The current engine in the Case DV26 Roller is Tier 4 Interim. The Tier 4 final switch over will be in the 4^{th} QTR. of 2016 to 1^{st} QTR. of 2017.



DV SERIES

DOUBLE DRUM VIBRATORY ROLLERS
DV23 | DV26 | DV36 | DV45 | DV207 | DV209C | DV210 | DV210C | DV213

PNEUMATIC TIRE ROLLER PT240



FLAT-OUT AMAZING.

Easy to operate, easy to maintain and easy on the operator, CASE asphalt compaction equipment is built for the daily grind without the daily grief. With dual-drum drive technology; high vibration frequencies up to 67 Hz, impressive maneuverability and standard features you won't find elsewhere, these easy machines are hard to beat.





DV SERIES:



Pressurized Water System



Standard Offset **Drum Design**

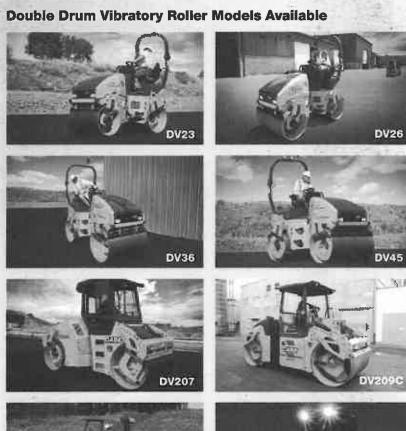


Automatic **Vibration Control**



Serviceability Second-to-None











Pneumatic Tire Roller Model Available



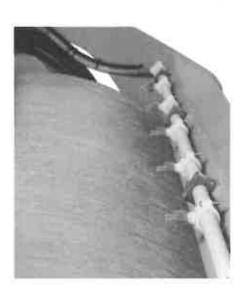
DOMINATE WITH LARGE DV ROLLERS.

DV207/DV209C/DV210/DV210C/DV213

SUPERIOR WATER SYSTEM

Water plays a crucial role in preventing surface damage and keeping rollers clean. That's why every component of DV rollers' spray system is built to be the best.

- **Triple Filtration** Filters at the tank, pump and nozzles help prevent spray-stopping clogs and prolong component life
- Pressurization Maintains even water flow to all nozzles regardless of grade
- Standard Back-Up Pump Ensures uninterrupted production with primary and back-up pumps
- Multiple Water Settings Matches water pressure to the job at hand
- Dual Fill Ports Offers convenient access from either side





HIGH-FREQUENCY OPTIONS

The CASE high-frequency option features a low amplitude setting that is ideal for thin-layer asphalt compaction at faster speeds. Thinner layers of asphalt tend to cool quicker and use smaller aggregates that can be crushed if too much force is applied. This option increases the versatility of the DV207, DV209C and DV210C by increasing the range of applications and asphalt mixes on which they can be used.



IMPRESSIVE MANEUVERABILITY

CASE large DV rollers come standard with a hydraulically adjustable "crab steering" system that can offset the rear drum up to seven inches*. In addition to that, a heavy-duty, roller-style articulation joint allows the machine to oscillate +/-10° to maintain drum-to-ground contact. Together, these features enable superior operation around corners, over bumps or dips, and in confined areas.

*Seven-inch offset on DV207





SAVE TIME WITH SMALL DV ROLLERS.

DV23/DV26/DV36/DV45



SUPERIOR WATER SYSTEM

Just like their big brothers, our small DV rollers are designed with the highest-quality water system.

- Dual Filtration Water is filtered at both the fili point and midway through the water cycle, reducing the amount of debris that can make it to the spray nozzle
- **Pressurization** Maintains even water flow to all nozzles regardless of grade
- High-Capacity, Corrosion-Proof Tank Runs all day on a single tank
- Multiple Water Settings Matches water pressure to the job at hand



STANDARD OFFSET DRUM WITH EXCELLENT CURB CLEARANCE

The front drums of our small DV rollers are positioned about two inches off center from the back drum, allowing for a tighter turning radius, while both drums have a balanced design and a tapered edge to reduce tearing around curves and during transitions.



INDUSTRY-LEADING PERFORMANCE

Dual frequency is standard on all small DV models, with dual amplitude standard on DV36 and DV45 – helping generate outstanding compaction on any surface. An electronic control module smoothly moves the rollers forward or reverse, unlike direct-link cables, which can lurch and create waves in the compaction surface.

PRECISION OF THE PNEUMATIC.

PT240









BALLAST UP TO 24 TONS

Ideal for stabilizing soil and sand, the versatile PT240's operating weight can easily be increased to more than 52,000 pounds. Ballasts can be attached underneath, an available watertight frame allows for fluid ballast and the machine frame can hold additional scrap.

FOUR-PLUS-FOUR TIRE SETUP

The PT240 design uses dual front axles and four rigid rear tires with a two-inch offset for a total compaction width of 78 inches. The maneuverable front configuration creates a "kneading" effect for uneven surfaces, while the fixed rear axle presses materials firmly into place.

ISO-STATIC FRONT AXLE

Each pair of front tires oscillates five degrees in either direction and moves four inches up and down. This helps maintain contact with the ground at all times to minimize bridging and maximize compaction – and also creates a more comfortable ride for the operator.

STANDARD AIR-ON-THE-RUN (AOR)

Unlike most competitive models, CASE pneumatic tire compactors come standard with AOR. This automatic central tire inflation system ensures consistent pressure to all eight tires at all times, and allows for easy adjustment of tire pressure to meet ground conditions and compaction needs.

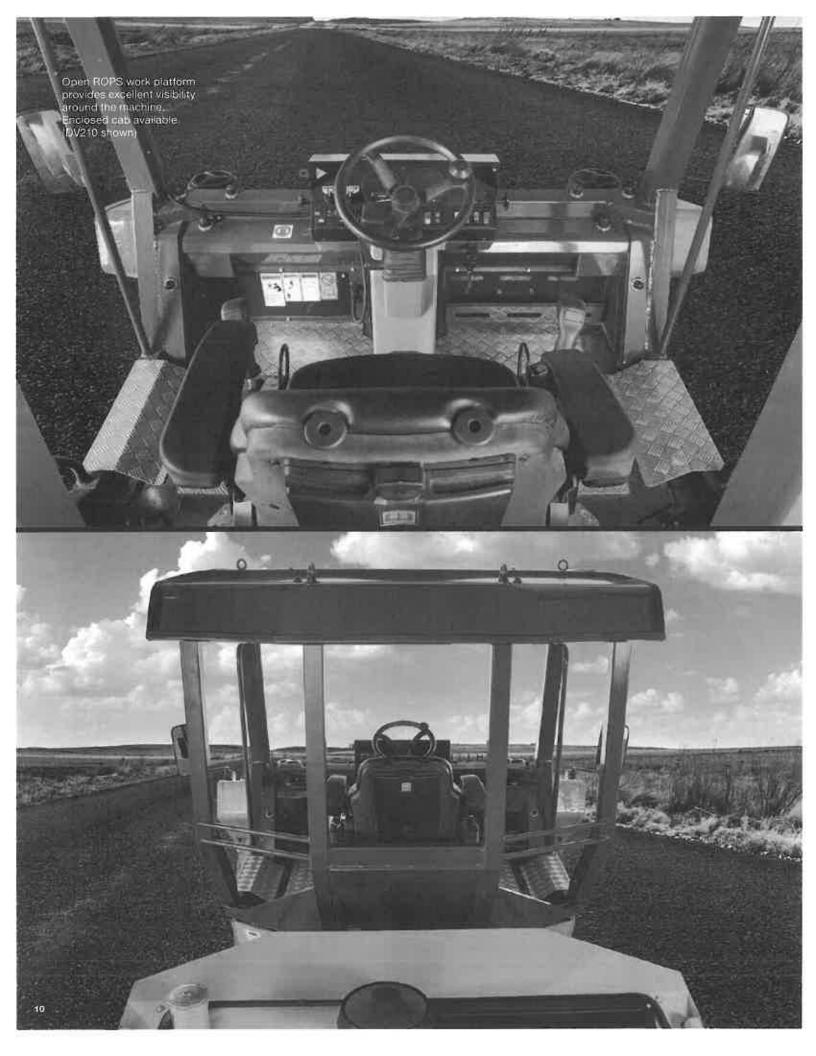




ASPHALT ADD-ONS

The PT240 also offers a triple-filtration water system with a pressurized, polyethylene tank and sprinkler bars for the front and rear tires. Optional thermal aprons keep heat close to the tires to prevent asphalt from sticking. Cocoa mats are also available.





INSIDE THE LARGE DV.

DV207/DV209C/DV210/DV210C/DV213



DV207/DV210/DV213 style shown



DV207/DV210/DV213 style shown

SWIVEL, SLIDE AND SPIN TO SEE

In addition to a seat that spins left or right and slides forward, the entire operator station – seat, steering console and drive lever – swivels almost 180° to reach both edges of the platform and provide operators a full view of the compacted surface, both drums and all spray bars.



DV207/DV210/DV213 display



DV209C/DV210C display

COMMON-SENSE CONTROLS

Dual multi-function directional levers on either side of the seat allow for right- or left-handed operation. Automatic vibration control makes it easy to avoid surface damage from starting or stopping the machine. And if manual activation is preferred, it's just a push of a button. Also, an adjustable speed control lets operators set a max speed so there's no need to worry about going too fast for the frequency of the drum. The DV209C and DV210C feature a new intuitive and innovative in-steering wheel front display. This display provides all machine diagnostics for the operator to review. The operator structure is also completely redesigned to continue to offer excellent visibility to both drums while offering a comfortable and ergonomic operating environment.

INSIDE THE SMALL DV.

DV23/DV26/DV36/DV45





SUPERIOR SIGHT LINES

All small DV models come standard with features to maximize visibility around the machine. For starters, a lateral-sliding seat with integrated operating lever gives operators a comfortable view of all drum edges while keeping controls within reach. A narrow front console and tapered hood improve forward visibility, while a flat-back design allows for a full view of the rear.



FATIGUE-FIGHTING COMFORT

The operator's platform is isolated from the chassis to reduce vibration from the engine and is on a heavy-duty rubber mount to help absorb shock.



CONTROLS MADE SIMPLE

Operation is easy with a steering wheel and a single lever controlling forward/reverse travel, sprinkler activation and the vibration system, which allows for automatic or manual start/stop of drum vibration.

INSIDE THE PT240.





DUAL WORK STATIONS

The dual operating seats of the PT240 allow operators to place themselves at either edge of the machine for maximum visibility of the working side. Each station mirrors the other and offers adjustable seats and automotive-style drive controls for a familiar feel. There is also ample storage space under each seat.



EVERYTHING AT YOUR FINGERTIPS

Centralized controls are easily within reach from either seat, including AOR switch, sprinkler flow selector, working lights, turn signals, emergency stop and more. The control panel also includes warning lights, speedometer, an optional Murphy Display for detailed diagnostics and more.

MAINTENANCE MADE EASY.

SERVICEABILITY IS IN OUR DNA

When you invest in CASE equipment, you need it to last. We make it simple. CASE DV and PT Series rollers are no exception. From their open-access hoods to grouped, ground-level checkpoints, you can do daily maintenance in a matter of minutes. It's the easiest way to help you get the most performance and longest life out of your machine.



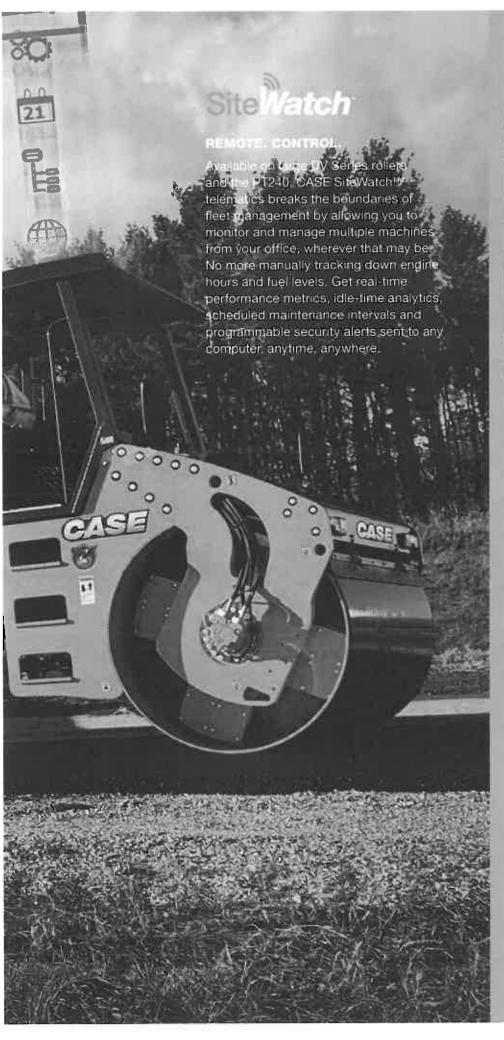
EASY ACCESS TO DVs

- Spin-on fuel, oil and hydraulic filters
- Vertical-lift rear hood (Large DVs)
- Drive motor or eccentric moto
- 4. Heavy-duty articulation joint
- 5 Engine

- 6. Oil fill
- 7. Dual till ports (Large DVs).
- 8. Spray nozzles
- Greaseless Tellion
 articulation joint (Small DVs)
- 10. Flip-forward hood (Small fivs)
- No tool access, swing out doors











SUPPORT COMES STANDARD

Base & Extended Warranty Coverage

2-Year/2,000-Hour Standard Powertrain Warranty available at no charge in addition to 1-Year Full-Coverage Base Limited Warranty

Peace see your CASE desire or wrestless, exclusion and confirmation of policies in effect.

Breakdown Assistance

Standard on all CASE equipment

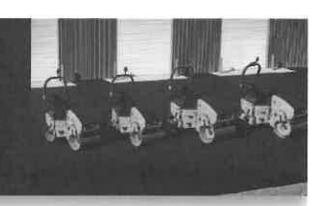
STRONGER PRODUCT SUPPORT SOLUTIONS

Your CASE desire knows best how you can maximize your equipment investment and uptime, with genuine CASE parts, expert service and a complete range of product support solutions – including CASE motionfactured and all makes parts. CASE supports better parts sivaliability and taster delivenes, through nine parts distribution centers in North America and a forecasting system to ensure that the right parts will be there when you need them. And only CASE deglers have exclusive access to the Electronic Service Tool that quickly pinpoints machine galaxis to help maximize uptime.



PARTS & SERVICE

THE DV SERIES ASPHALT ROLLERS & PT SERIES PNEUMATIC TIRE ROLLER

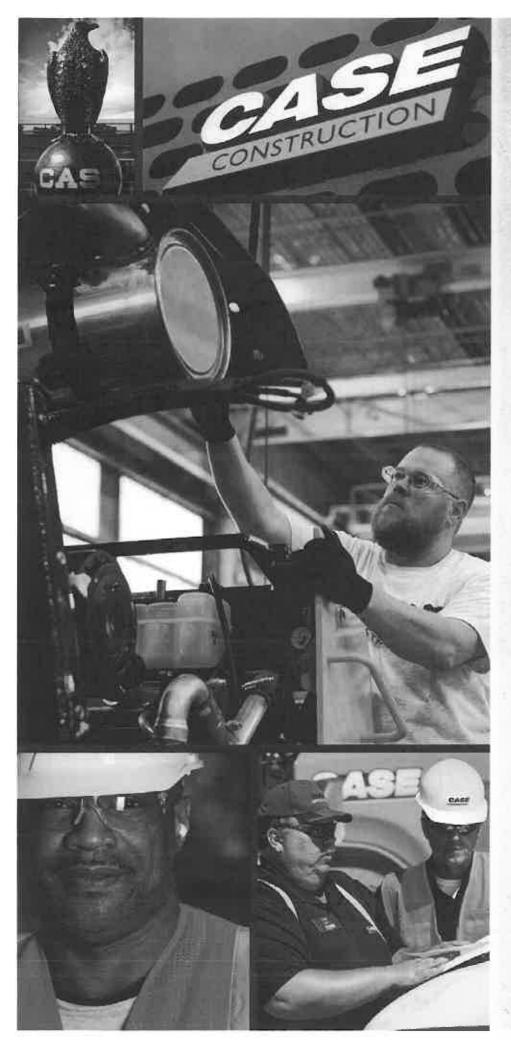


SPECIFICATIONS	DV23	DV26	DV36	DV45	DV207	DV209C	DV210	DV210C	DV213		PT 240
Engine	Yanmar 3TNV88	Yanmar 3TNV88	Yanmar 4TNV88	Yarımar 4TNV63	Currentes BTAA 3.3-C80	Deuiz TCD 3 5L4	OSE 3.3-C99		Cuminins QSB 4.5-C130	Engine	Qummina QSB 3.3-C99
Emissions certification	Tier 4 Interm	Tiel 4 Interni	Tier d Interm	Tigr 4 Interm	Tier 3	Tier 4 Interm	Tier 3	Tier i	Tier 3	Emissions certification	Tier
Gross hp (kW)	32.5 (24.2) @ 2800 RPM	32 5 (24.2) (3 2600 RPM	41.6 (31.0) © 2500 RPM	41.6 (31.0) 6 2500 RPM	80.0 (59.7) \$2100 RPM	100 0 (74 4) Ø 2200 RPM	90.0 (73 8) © 2200 RPM	100 0 (74 4) \$ 2200 RPM	130 0 (96 9) 2 2200 RPM	Grose hp (kW)	99 (73.8 4 2200 RPM
Max. travel speed	6.2	6.2	6 2	6,2	7 1	6.8	7.2	6.8		Maz. travel speed	12 0
- mph (kph)	(10.0)	(10.0)	(10.0)	(30.0)	(11.4)	(11.0)	(12.0)	(11.0)		- mph (kph)	(19 3
Gradisability (worston off)	30° (40°)	30" (40")	30" (40")	30' (40')	20" (30")	39%	10%	30%	40%	Gradesbillty	25%
Operating weight - ib. (kg)	4.960	5,423	8,245	10,296	16.226	21.030	22,928	22,730	28,718	Operating	20,526
	(2.250)	(2 460)	(3.740)	(4 670)	(7.360)	(9 540)	(10 400)	(10 310)	(15 028)	weight - lb. (kg)	(9 310
Front drum	2,700	2.921	4.740	5 621	8,267	10,710	11.574	11.380	14 561	Mex. operating veight - b (kg)	52.910
weight - In (kg)	(1.225)	(1 325)	(2.150)	(2 550)	(3 750)	(4 860)	(5 250)	(5.160)	(8 605)		(24 000
Haar drum	2.700	2,921	4.740	5,621	7.959	10.320	11 354	11,350	14,184	Outside turning radius (r - in. (mm)	392/344
weight - Ri- (kg)	(1.225)	(1 325)	(2.150)	(2.550)	(3.610)	/4 680)	(5 150)	(5 150)	(6 425)		(9 980/8 735
Inside turning	93	(2.250)	102	102	181.2	215	183	215	147	inside turning	243/239
radius – in. (mm)	(2 350)		(2.581)	(2 581)	(4 602)	(5 470)	(4 850)	(5 476)	(3 730)	radius Ur - in. (mm)	(6 180/6 065)
Fuel tank	10.6	10 6	15 6	15.6	29 i	55.5	55 (J	55 5	5ē.5	Fuel tank	66 (250)
capacity - yal. (U)	(A0)	(40)	(59)	(59)	(110)	(210)	(208)	(210)	(210)	capacity - gal. (L)	
Frequency Low - High" - VPM (Hz)	3,486 - 3,960 (58 - 66)	3,480 - 3,960 (58 - 66)	2,700 - 3,420 (45 - 57)	2.700 - 3.420 (45 - 57)	2 580 - 3 120 (43 - 52)	2.520 - 4.020 (42 - 67)	2.700 - 3.180 (45 - 53)	2,520 - 4,020 (42 - 67)	2,520 - 3.000 (42 - 50)		

^{*}Frequency range includes standard and high frequency models when applicable

DIMENSIONS

Wheelbase	64.2 m. (1 630 mm)	84.2 in (1 650 mm)	76.8 m (1.950 mm)	76.8 in (1 \$50 mm)	128.4 in. (3.260 mm)	137.8 m (3.500 mm)	136.0 m (3.460 mm)	137.8 in (3 500 mm)	139.0 in (3 540 mm)		149.6 in. (3.800 mm)
Drum diameter	27.6 m (700 mm)	27.6 in (700 mm)	33 5 m (850 mm)	33 5 m. (850 mm)	45.3 m (i 150 mm)	48 0 in (1 220 inm)	51.0 in (1 300 mm)	48.0 m. (1.220 mm)	51.0 in (1 300 mm)	Tire stee	11 0 x 20 18PR
Ground dearance	10.8 in. (275 mm)	10.8 m (275 mm)	12 8 in (325 mm)	12 8 m (325 mm)	9 5 m (240 mm)	i1 8 in (300 mm)	11 4 m. (290 ram)	11.8 in. (300 mm)	13.4 in (340 mm)		13.4 in (340 mm)
Overall height	100.4 in. (2.550 mm)	100.4 :n (2 550 mm)	1110 m (2 826 mmi	1110 m. (2 826 mm)	116 1 in. (2 950 mm)	116.0 in (3 000 mm)	118 0 in (3 000 mm)	118 G in. (5 900 nim)	120 0 in (3 050 mm)	Overall height	122.4 in (3 110 mm)
Overall length	98.7 in. (2.506 mm)	98.7 in. (2 506 mm)	1170 m (2 971 mm)	117.0 in. 12.971 mms	174 0 in. (4 410 mm)	185 0 in. (4 720 mm)	187 0 in (4 760 mm)	185 0 in (4 720 mm)	193.0 in i4 830 mm)		197 8 in. (5 020 mm)
Drum width	39.4 m. (1 00 i mm)	47.2 m (1 199 mm)	51 2 in (1 300 mm)	54.3 in (1.379 mm)	57.0 m (1 448 mm)	66.0 in (1 680 mm)	86.0 in (1.676 mm)	66 0 in (1 680 nim)	63.0 in (2 108 mm)	Compaction width	78.1 in {1 984 mint
Overall width	44.4 m (1 129 mm)	52 5 in (1 334 mm)	58 0 m (1 423 mm)	59 1 c) (1 503 mm)	60.6 ·n (1.540 mm)	71 0 m (1 800 mm)	71 0 m (1 822 mm)	21 0 in (1 800 mm)	87.0 in (2.220 min)		32 7 m. 12 100 mmj
Drum thickness	0.51 in. (13 nim)	0 50 in (13 nvn)	0.70 kg (17 mm)	6.70 in (17 min)	0.60 ar (15 mm)	0.70 in. (19 mm)	0 87 n (22 mm)	0 90 in (min 92)	0.79 in (20 mm)	Tire overtap	2.0 in (51 min)



BUILDING A STRONG CASE

Already in high gear with the arrival of founder J.I. Case's portable steam engine in 1869, we found ourselves at the heart of the road construction boom of the early 1900s. The path was set Today, CASE is a game changer in construction equipment, financing, parts and service.

Revolutionary is nothing new to CASE, as innovations like the integrated backhoe loader (1957), Ride ControlTM, over-center boom design and PreCare have shown. It's this ingenuity and spirit that fuels our ongoing pursuit of building industry-leading performance and productivity into every machine throughout our full line of light to heavy equipment.

All of this is backed by a portfolio of more than 10,000 OEM, REMAN and Gold Value parts, more than 350 North American dealer locations, and unmatched financial and insurance services that ensure the best support is always within reach. When all is said and done, our strength is only as solid as the machines we engineer, the support and service we give, and most importantly, the vote of confidence CASE customers have with every bit of it.



Specialized finance programs and flexible leasing packages put you in the driver's seat of industry-leading CASE equipment, while no-nonsense warranties and comprehensive protection plans ensure that your equipment is protected. As the only finance company dedicated to CASE, we offer strong products and services designed around your unique needs and are the only ones supported by the helpful service professionals at your CASE dealer.

To learn more about CASE or for attentive customer service, visit your nearest dealer, call 1-866-54-CASE6 or visit us online at CaseCE.com





CaseCE.com



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Form No. CCE201404ASPHCOMP Replaces Form No. CCE201403COMP



SAFETY™ Always read the Operator's Manual before operating any equipment. Ins before operating any equipment. Inspect equipment before using it, and be sure it

is operating properly. Follow the product safety signs and use any safety features provided.

NOTE: All engines meet current EPA emissions regulations. NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Contains 10% post-consumer fiber

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly.

WV-10 Approved / Revised 08/01/15

Date: 9/21/15

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

DIVISION	will make the determination of the vendor inclosion, in application.
<u>1</u>	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or ,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or ,
2.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. X	Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. 	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or ,
6.	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid irred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Diddow	STATE FOULTPMENT INC Signed:

Title: GENERAL MANAGER

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE: Vendor's Name: STATE EQUIPMENT, INC.

Official Seal
Notary Public, State of West Virginia
Marie Eiler
P.O. Box 9536
South Charleston WV 25309
My Commission Expires March 27, 2021

Vendor's Name: STATE EQUIPMENT, INC.
Authorized Signature: Date: 9/21/15
State of WEST VIRGINIA
County of KANAWHA , to-wit:
Taken, subscribed, and sworn to before me this also day of September , 2015
My Commission expires Warch 27, 2021.
AFFIX SEAL HERE NOTARY PUBLIC MALL Selle

Purchasing Affidavit (Revised 08/01/2015)