



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 190901

Doc Description: Addendum 3 GVWR DUAL AXLE EQUIPMENT TILT DECK TRAILER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-07	2016-06-15 13:30:00	CRFQ 0803 DOT1600000094	4

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

LESLIE EQUIPMENT CO.  
 19 GOFF CROSSING DRIVE  
 CROSS LANES, WV 25313

06/10/16 16:10:25  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN #

55-0493180

DATE

6/8/16

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

**ADDITIONAL INFORMATION:**

**Addendum 3 -**

1. To attach drawing #1 of trailer.
  2. Extend Bid opening from June 7, 2016 to June 15, 2016 at 1:30 PM, EST.
- No other changes made.

**Addendum 2 -**

1. Attach Technical Questions and responses
  2. Attach pre-bid meeting sign-in sheet.
- No other changes made.

**Addendum 1 -**

1. Extend the Mandatory Pre-bid meeting from May 17, 2016 to May 19, 2016 at 11:00 AM.
  2. Extend Technical Questions due date from May 24, 2016 to May 26, 2016.
  3. Extend Bid Opening Date from May 31, 2016 to June 7, 2016 at 1:30 PM, EST.
- No other changes made.

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 45,000 GVWR Dual Axle Equipment Tilt Deck Trailer.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	45,000 GVWR DUAL AXLE EQUIPMENT TILT DECK TRAILER	10.00000	EA	\$27,583.00	\$275,830.00

Comm Code	Manufacturer	Specification	Model #
25181714	Felling	2016	FT-40-2

**Extended Description :**  
45,000 GVWR DUAL AXLE EQUIPMENT TILT DECK TRAILER

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 11:00	2016-05-19
2	Technical Questions Due	2016-05-26

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parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

- 6.5 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 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 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:** Eric Braske  
**Telephone Number:** 304 204 1818  
**Fax Number:** 304 204 1811  
**Email Address:** Braskeeric@Lec1.com

- 7.3 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/

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Leslie Equipment Co.

(Company)

Eric Brookes, Sales Rep

(Authorized Signature) (Representative Name, Title)

304 204 1818, 304 204 1811, 6/3/14

(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1600000093**

**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.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

Leslie Equipment Co.

Company

Evo Brooks

Authorized Signature

6-3-16

Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION  
CLASS 253 45,000 GVWR DUAL AXLE TILT DECK EQUIPMENT TRAILER

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** 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 45,000 GVWR Dual Axle Equipment Tilt Deck Trailer.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“MPH”** means miles per hour.
  - 2.6 **“OSHA”** means Occupational Safety and Health Act of 1970/ Exhibit C, Reference [www.osha.gov](http://www.osha.gov).
  - 2.7 **“FMVSS”** means Federal Motor Vehicle Safety Standards.
  - 2.8 **“GVWR”** means Gross Vehicle Weight Rating.
  - 2.9 **“ABS”** means antilock brake system.
  - 2.10 **“PSI”** means pounds per square inch.

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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 General – 45,000 GVWR Dual Axle Equipment Tilt Deck Trailer general mandatory requirements.**

A. The unit specified herein and offered shall be manufactured after January 1, 2016 and must be a new unit, not previously used or sold.

B. Vendor must certify that unit offered will meet or exceed the “Occupational Safety and Health Act of 1970” or subsequent changes that are in effect at the time of manufacture of unit. Please see Exhibit C.

**3.1.2 Trailer Dimensions**

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A. Length: Overall length shall be minimum of  $3\frac{1}{2}$  feet.

B. Width: Shall be 96 inches maximum.

C. Tongue: Shall be 60 inches minimum with weather resistance lockable tool box shall be provided between load deck and pintle eye, 14” deep maximum, 37” minimum long.

D. Trailer deck height: shall be maximum 39 inches empty.

E. Tilting part of deck: shall be minimum of 24 feet length with minimum of two (2) cushion cylinders.

F. Trailer rear impact guard must meet FMVSS 223 (Exhibit D) and FMVSS 224 (Exhibit E).

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**3.1.3 Trailer Flooring**

- A. The platform deck shall have 2" x 8" inches minimum nominal red oak or white oak lumber.
- B. The decking lumber shall be kiln dried or air dried prior to installation. Green lumber shall not be acceptable.
- C. The decking lumber shall be No. 1 common grade or better. Solid knots not exceeding one one-half inches (1 ½") in diameter are acceptable. Loose knots of any size are not acceptable.
- D. All decking lumber shall have good sound square edges.
- E. All decking lumber shall be free of cracks, bark, and heartwood.
- F. Decking lumber shall be laid length wise, the full length of the platform; wood shall not be laid over wheels.
- G. Decking lumber shall be secured to the platform cross members with floor clips and counter-sunk fasteners in sufficient numbers and at sufficient location and spacing so as to provide maximum strength and prevent warping.
- H. Drilling of frame shall be avoided.

**3.1.4 Pintle Hitch with Jack and Tie Downs:**

- A. Must have adjustable 3 inch minimum inside diameter pintle hitch with approved safety chains and hooks.
- B. Jack shall be two speed drop leg design rated for 25,000 pounds.
- C. Shall have a minimum of 8 tie downs, 1 inch minimum D-rings evenly spaced on each side of trailer.



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**3.1.5 Axles, Suspension and Brakes**

- A. Shall have two 22,500 pound axles minimum.
- B. Must have spring type brakes with air/ABS both axles.
- C. All air hoses and couplers necessary to connect the trailer to the couplers on the towing vehicles shall be provided.
- D. Must have Hutch 9700 suspension or equal. The suspension shall consist of one 45,000 pound capacity tandem axle, spring suspension designed for through axles. The suspension system shall be rubber mounted type and require no lubrication.

**3.1.6 Tires and Wheels**

- A. Shall have 8 tires size 235/75R X 17.5 18 ply, load range H. Rated at 5,675 pounds per tire, dual capacity at 125 PSI.
- B. Shall be Budd style hub piloted steel disc wheels. Maximum load rating shall be 5,355 pounds at 125 PSI per wheel.

**3.1.7 Lighting**

- A. Shall have LED lighting (lighting emitting diode), stop, turn, tail and marker lights mounted in rubber.
- B. Must have sealed wiring harness.
- C. Shall have round male 7-pole trailer connector with round brass inserts, corrosion resistant housing.
- D. Shall have license plate bracket, and plate lighting shall be provided.

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**3.1.8 Paint and Primer**

- A. Must have two (2) coats epoxy primer.
- B. Must have two (2) top coats of polyurethane paint, manufacturer's standard color.
- C. Trailer underbody shall be undercoated for corrosion protection.

**3.1.9 Advertising**

- A. Shall have only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos, created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.

**3.1.10 Miscellaneous:**

- A. **Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

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**B. Inspection:** WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery.

**C. Unit shall be delivered:** to WVDOH with all manufacturers recommended safety related decals and safety features intact.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
Misty.M.Delong@wv.gov.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to accept on-line orders through a secure internet ordering portal/website. If Vendor

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has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 90 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Representative Unit for Test:** The successful vendor must (if specified) provide the DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical

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parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

- 6.5 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 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 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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

- 7.3 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/

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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.

- 7.4 Training:** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble shooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

**WVDOH  
Training Academy  
P.O. Box 610  
Buckhannon, West Virginia 26201**

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

- 7.5 Preventative Maintenance & Operator Procedures:** Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.
- 7.6 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

**8. VENDOR DEFAULT:**

- 8.1** The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

**8.2** The following remedy shall be available to Agency upon default.

8.2.1 Immediate cancellation of the contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

Exhibit A

### Pricing Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	10	Each	One complete unit: 45,000 GVWR Dual Axle Equipment Tilt Deck Trailer	\$27,583. <sup>00</sup>	\$275,830. <sup>00</sup> \$0.00
				Grand Total	\$275,830. <sup>00</sup> \$0.00

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

*Felling 2016 FT-40-2*

45,000 GVWR Dual Axle Equipment Tilt Deck Trailer



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.

1.  **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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **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.

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) rescind the contract or purchase order; 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.

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: Leslie Equipment Co.

Signed: Euro Beckler

Date: 6/3/16

Title: Sales Rep

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

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 exceeds 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: Leslie Equipment Co.  
Authorized Signature: Evo Brooks Date: 6/3/16

State of West Virginia  
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3 day of June, 2016  
My Commission expires August 24, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Ivery L. Brookes  
Purchasing Affidavit (Revised 08/01/2015)

