



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

Request for Quotation

RFQ NUMBER
7011C018

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: **05/03/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		055-15		
<p>TIRE AND CROSS CHAINS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE COMPLETE LINE OF TIRE AND CROSS CHAINS, SQUARE LINK TIRE CHAINS MUST BE EQUIPPED WITH CAM LOCK FEATURE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				MANDATORY PRE-BID		
				<p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 04/14/2011 AT 10 AM, 2019 WASHINGTON STREET, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
..... SIGNATURE COMPANY						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p>						

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER: SHERI SLONE - FILE 33 RFQ. NO.: 7011C018 BID OPENING DATE: 05/03/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ 7011C018 ***** TOTAL: _____						

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**TIRE CHAIN CONTRACT
7011C018**

I. PURPOSE AND SCOPE:

The purpose of this Request for Quotation No. 7011C018 and resulting contract ("Contract") between West Virginia Department of Transportation, Division of Highways ("DOH") and the winning vendor ("Vendor") is to provide tire chain components and accessories as required by the WV DOH.

II. GENERAL REQUIREMENTS:

1. Chains shall be designed to work equally well with radial and bias ply tires for trucks, passenger cars and off-road equipment.
2. Chains shall meet or exceed all requirements of the National Association of Chain Manufacturers. www.nacm.info.
3. Square link cross chain must be high strength, alloy steel.
4. Steel in all square link chains must be nickel manganese alloy or equal.
5. Core hardness in all chains must fall in the range of 49 to 53 RC.
6. Case hardening in all chains must fall in the range of 61 to 65 RC.
7. Case hardening in all chains must be to a minimum depth of six percent (6%) from link surface.
8. Chains must be reversible and repairable and must have repair links available that are Consistent in wire size, link size, shape, and quality with the links of the original chain with a deviation tolerance of +/- 0.1%.
9. Chains must be ISO 9001 certified and vendor shall provide proof of certification.
10. Vendor shall provide a product specification sheet with the bid.
11. Vendor must provide Manufacturer's price list prior to Contract award.
12. The Bid Evaluation Price Chart attached as Exhibit A provides a list of the sizes Vendor Must provide, but is not a complete list of all sizes that DOH may require.
13. Vendor must fill out Exhibit B, Compliance Checklist.
14. Vendor will provide proof of all mandatory requirements listed above.

III. PRICING:

1. This Contract shall be awarded based on a single discount from a manufacturer's entire Parts price list. Vendor must list the percentage discount that it will provide on the Bid Evaluation Price Chart, attached hereto and incorporated herein by reference as Exhibit A.
2. **This Contract shall be limited to the items included in the manufacturer's price list submitted before the award of this Contract. Subsequent changes or modifications To the price list by Vendor will not be applied to this Contract unless approved by The Purchasing Division through contract change order.** Vendor must provide an Original copy of manufacturer's updated current published lowest fleet price list, either hardcopy or CD. By signing and dating the bid the vendor certifies that the

Submitted price is an original manufacturer's price "list" and has not been altered by the vendor.

3. Vendor must provide every DOH location listed in Exhibit C with a copy of the manufacturer's price list after the award, and must provide additional copies of the manufacturer's price list to additional locations upon request.
 - a. Vendor must provide on original copy.
 - b. DOH cannot process invoices for payment without the manufacturer's price list and the State Auditor's Office will not approve any invoices for payment without the Manufacturers' price list.
4. Vendor shall submit the Bid Evaluation Price Chart, attached hereto and incorporated herein by reference as Exhibit A, to allow bid evaluation. The Vendor should insert the manufacturer's unit cost and the discounted unit cost in the space provided. The Vendor should then multiply the estimated quantity by the discounted unit cost to obtain the total discounted cost to agency. After obtaining the total discounted cost to agency for each item listed, the column containing the total discounted cost to agency should be added together to arrive at the total. (Estimated Quantity X Discounted Unit cost = Total Discounted cost to Agency) (Sum of total Discounted cost to Agency for all items = Total).

IV. ORDERING INFORMATION:

1. Parts orders against this contract may be placed by the DOH Equipment Division and any other DOH District locations. A list of the current DOH locations is attached as Exhibit C. Orders may be placed by telephone and/or facsimile.

V. PACKAGING AND DELIVERY REQUIREMENTS:

Packaging:

1. Chains must be packaged one (1) set per bag or box.
2. Cross chains must be packaged 50 or less per box.
3. Chains must be delivered on shrink wrapped pallets. Pallets will not be returned to Vendor and any pallet core charge will be the responsibility of the Vendor.

Delivery:

1. Vendor must ship all items to DOH under this Contract FOB DESTINATION.
2. DOH will pay freight charges only if DOH request 24 hour delivery.
3. Vendor shall deliver the goods to the DOH locations as requested by DOH. A list of the DOH locations is attached hereto and incorporated herein by reference as Exhibit C... DOH reserves the right to change DOH locations or request delivery to another location At no additional charge after notifying Vendor of the new location and requesting delivery thereto.
4. Delivery is an integral part of this contract and Vendor's failing to comply with the delivery terms will be grounds for submission of a WV-82 Form officially notifying the Purchasing Division and the Vendor of unsatisfactory performance.
5. Vendor's failure to obtain prior approval from DOH for changes to delivery schedules or to deliver the goods in a timely manner may be grounds for cancellation of this Contract.

6. Vendor must ship orders promptly upon receipt and delivery must be made within three (3) business days of receipt of an order. Vendor shall not require that a certain order quantity be met prior to shipping DOH orders.
7. If Vendor cannot deliver the goods ordered within three working days then Vendor shall immediately notify DOH of the anticipated delivery date. If DOH finds the delivery date unacceptable then DOH may purchase the needed items on the open market with approval from the DOH Equipment Division Director, the DOH District Equipment Supervisor, or a designee of either. Any open market purchase made hereunder shall be in accordance with the laws, rules, and regulations, of the Department of Administration, Purchasing Division.
8. DOH is not responsible for any restocking charge on items that are returned to Vendor as faulty or for failure to conform to the required specifications. In all other instances, DOH will only pay restocking fees if DOH, in its sole discretion, believes that such a charge is warranted.
9. All deliveries must be conspicuously marked with the DOH Purchase Order Number. Any goods delivered without this information may be returned to Vendor at Vendor's expense.

VI. PAYMENT:

1. The State of West Virginia currently utilizes a Visa purchasing card program. The State of West Virginia Visa purchasing card is the preferred method of payment, but other methods of payments may be utilized from time to time at the sole description of DOH. The successful vendor must accept the State of West Virginia Visa purchasing card for payment of all orders placed under this Contract.
2. Vendor must supply a credit receipt, sales receipt, or cash register receipt to DOH after Payment has been made.
3. Payment shall be made after DOH has received and accepted the goods being delivered. Vendor shall not charge the State of West Virginia Visa purchasing card until goods are received and accepted by DOH.

VII. MISCELLANEOUS:

1. All warranty claims that require field service shall be performed by Vendor at no cost to DOH.
2. Vendor shall furnish any training upon request which might be needed in the proper installation of these parts at no extra cost to the DOH.
3. Vendor shall comply with all federal, state, and local laws, rules and regulations.
4. Concurrently with each shipment, Vendor shall forward a proper and current Material Safety Data Sheet ("MSDS") to the DOH Equipment Division in Buckhannon, WV. Vendor shall also furnish the State of West Virginia and/or any of its other agencies with Additional MSDS as requested.
5. Vendor shall assume all liability and costs for failures and downtime that result from DOH use of Vendor's products.
6. This Contract will be awarded complete and not split.
7. Vendor must guarantee that it will maintain adequate stock to supply the needs of DOH at all times.

EXHIBIT A: BID EVALUATION PRICE CHART

Normal Service Discount from Manufacturer's Price List: _____ %

Item No.	CHAIN SIZE No.	Manufacturer's Unit Cost	Estimated Quantity	Discounted Unit Cost	Total Discounted Cost to Agency
1	225/70R17.5 SQUARE LINK		15		
2	235/75R16LT SQUARE LINK		20		
3	245/75R16LT SQUARE LINK		18		
4	245/75R22.5 SQUARE LINK		10		
5	245/70R19.5LT SQUARE LINK		20		
6	11R22.5 SQUARE LINK		15		
7	11.00-22 SQUARE LINK		15		
8	1400-24 TRUCK SQUARE LINK		20		
9	11R-22.5 DUAL- TRIPLE SQUARE LINK		15		
10	10.00-22 DUAL- TRIPLE SQUARE LINK		20		
11	15.5-25 LOADER SQUARE LINK		15		
12	14.00-24 GRADER SQUARE LINK		20		

13	17.5-25 LOADER SQUARE LINK REPLACEMENT CROSS LINKS		15		
14	14.00 X 24 GRADERSQUARE LINKS		20		
15	11R-22.5 TRUCK SQUARE LINKS		15		

EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS

Equipment Division—

WV Division of Highways
 PO Box 610
 Buckhannon, WV 26201
 ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways
 D-1
 1340 Smith St.
 Charleston, WV 25301
 Attn: Bob Heckert

WVDOT/Division of Highways
 D-2
 Po. Box 880
 Huntington, WV 25712
 Attn: Barbara King

WVDOT/Division of Highways
 D-3
 626 Depot St.
 Parkersburg, WV 26101
 Attn: Beverly Myers

WVDOT/Division of Highways
 D-4
 P.O. BOX 2570
 Clarksburg, WV 26301
 Attn: John Bartlett

WVDOT/Division of Highways
 D-5
 PO BOX 99
 BURLINGTON, WV 26710
 Attn: Filling in: Loranda Baldwin

WVDOT/Division of Highways
 D-6
 1 DOT Drive.
 Moundsville, WV 26041-2353
 Attn: Carol Ryan

WVDOT/Division Highways
 D-7
 Drawer 1228
 Weston, WV 26452
 Attn: Melissa Jordan

WVDOT/Division of Highways
 D-8
 PO Box 1516
 Elkins, WV 26241
 Attn: Debbie Barnett

WVDOT/Division of Highways
 D-9
 103 ½ Church Street
 Lewisburg, WV 24901
 Attn: Acting Sherry Bostic

WVDOT/Division of Highways
 D-10
 270 Hardwood Lane
 Princeton, WV 24740
 Attn: Tommy Camden

Exhibit B Compliance Checklist

1. Are chains designed to work equally well with radial and bias ply tires for trucks, passenger cars, and off road equipment? Yes _____ No _____
2. Do chains meet or exceed all requirements of the National Association of Chain Manufacturers? Yes _____ No _____
3. Are square link cross chains made of high strength alloy steel? Yes _____ No _____
4. Is steel in square link chain nickel manganese alloy or equal? Yes _____ No _____
5. Is core hardness of chains in the range of 49 to 50 RC? Yes _____ No _____
6. Is case hardening in chains in the range of 61 to 65 RC? Yes _____ No _____
7. Is case hardening of chains at minimum depth of six percent 6% from link surface? Yes _____ No _____
8. Are chains reversible and repairable with repair links available that are consistent in wire size, link size, shape, and quality with the links with a deviation tolerance of +/- 0.1%? Yes _____ No _____
9. Has vendor provided proof of ISO 9001 certification? Yes _____ No _____
10. Has vendor provided a product specification sheet? Yes _____ No _____
11. Has vendor provided manufacturer's price list? Yes _____ No _____
12. Has vendor completed bid evaluation pricing model? Yes _____ No _____
13. Has vendor provided proof of all mandatory requirements? Yes _____ No _____

EXHIBIT C: DIVISION OF HIGHWAYS LOCATIONS**Equipment Division**

WV Division of Highways
 PO Box 610
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State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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

RFQ No. 7011C018

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____