



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
709EC007

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

709 035 731
Cecil I. Walker Machinery Co.
PO Box 2427
Charleston, WV 25329

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

DATE PRINTED: 10/21/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/19/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-77	Sweepster TBTH 7	\$10,900 each
TWO WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER						
OPEN END CONTRACT						
TO PROVIDE TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM) FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 11/06/2008 @ 10:00 AM, 2019 WASHINGTON ST., E., BUILDING 15, CONFERENCE ROOM, CHARLESTON, WV 25305. FAILURE TO ATTEND PRE-BID WILL RESULT IN BID DISQUALIFICATION.						
QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST.) ON MONDAY, 11/03/2008. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST., E. CHARLESTON, WV 25305						
QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115						
IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.						
EXHIBIT 2						

RECEIVED
 2008 NOV 26 A 8:22
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-389-4190	DATE 11/25/08
TITLE Sales Representative	FEIN 550 352 647	ADDRESS CHANGES TO BE NOTED ABOVE

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

709EC007
Two Way Towed Hydraulic Driven Road Sweeper
Exception Sheet

X7.5.1 – The brush angle is controlled manually. It is not operated hydraulically.

X7.12 – The unit is being bid in a two wheel configuration with hitch jack.

X7.3.1 – 4" 7.25#/Ft Channel (not tubular)

X7.3.2 – 3.25" wall square tube attached

X7.7.2 – 16" rims

X7.8.1 – 2" x 3" ¼ wall

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia
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VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/21/2008				

BID OPENING DATE: **11/19/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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.</p> <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 WITH 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>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>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p>						

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RFQ COPY
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VENDOR

SUPPLIER


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

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<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: right;">  SIGNATURE <i>Cecil F. Walker Machinery Co.</i> COMPANY </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-389-4190	DATE 11/25/08
TITLE Sales Representative FEIN 550 352 647	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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BID OPENING DATE: **11/19/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>11/25/08 DATE</p>		
				<p>REV. 11/96</p>		
				<p>NOTICE</p>		
				<p>A SIGNED BID MUST BE SUBMITTED TO:</p>		
				<p>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>		
				<p>BUYER: 33</p>		
				<p>RFQ. NO.: 709EC007</p>		
				<p>BID OPENING DATE: 11/26/08</p>		
				<p>BID OPENING TIME: 1:30 PM</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-389-4196	DATE 11/25/08
TITLE Sales Representative	FEIN 550 352 647	ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-759-6404 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Eric Ramey -----						
***** THIS IS THE END OF RFQ 709EC007 ***** TOTAL:						<u>\$ 10,900</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-389-4190	DATE 11/25/08
TITLE Sales Representative	FERN 550 352647	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 040-1-I

TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

1.0 PURPOSE

It is the purpose of these specifications to describe a Two-Way Towed Hydraulic Driven Road Sweeper (Pull Type Broom) (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide 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 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 shall 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.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced 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.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 60 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful**

bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.**

Prices for the units shall be in quantities of 1-10, 11-25, and 26 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2008 and be clearly identified and marked with date of manufacture.

6.2 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 Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten

(10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 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 the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

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, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND 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 Preventive 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, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if

applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

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A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 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.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The units furnished under this specification shall be of the latest improved model in current production as offered to commercial trade and shall be of good quality as to workmanship and material used. This bid represents that all the equipment offered in this advertisement shall be new.

This unit will be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be included. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry. Any variation from these specifications must be indicated on the bid or on a separate attachment to the bid. This sheet must be labeled as such.

7.1 Brush Drive:

7.1.1 **The brush will be driven by the hydraulic system from the towing vehicle**

7.1.2 The brush drive to consist of hydraulic motor/motors mounted directly to the broom core

7.1.3 All hoses and fittings to connect hydraulics to towing vehicle to be provided. Successful bidder may consult WVDOH for kind and sizes.

7.2 Rear Axle:

7.2.1 **To be CRS stress proof 1 ¾ inch carbon steel minimum**

7.3. Frame:

7.3.1 To be rigid welded construction of heavy duty 4 inch tubular backbone and rectangular tube and plate rear frame

7.3.2 Brush frame comprised of heavy 3 ½ inch OD x .30 inch wall tubular cross member

7.4 Brush:

7.4.1 Should be 32 inch (.8m) x 84 inch (2.44 m) width segmented wafer or steel core

7.4.2 The brush core to be steel and to be reversible to obtain even wear

7.4.3 The type of wafer filler to be ½ poly ½ wire bristles

7.4.4 The brushes to be covered its entire length with a curved metal 16 gauge hood with semi-closed ends. To be so mounted to raise and lower with the brush. The hood to cover approximately 155 degrees.

7.4.5 Broom Support:

7.4.5.1 To be controlled by an adjustable heavy duty spring with a chain attached and positioned in a notched holder.

7.4.6 A rubber drape to be mounted in front of the brush to deflect debris and protect towing vehicle

- 7.5 Brush Lift and Swing:
 - 7.5.1 To be accomplished by using towing vehicle hydraulic system. Should have 30 degree sweeping angle left/right
- 7.6 Brush Speed:
 - 7.6.1 Brush speed is controlled by towing vehicle and will vary from 10 RPM to 150 RPM
- 7.7 Wheels and Tires:
 - 7.7.1 Quantity: 3
 - 7.7.2 To be pressed steel wheels with 15 inch 8 ply tires
 - 7.7.3 Hubs to have a high speed tapered precision automotive type roller bearing
- 7.8 Towing Pole:
 - 7.8.1 To be of heavy tubing 2 ½ inch x 3 inch x 60 inch. Available with a 3 inch pintle Hitch
- 7.9 Transport:
 - 7.9.1 To be capable of being towed at highway speeds, without swaying, from job to job for cost effective transporting and efficiency
- 7.10 Safety Features:
 - 7.10.1 **Shall be equipped with a lighting package to include strobe light, stop lights, tail lights, turn signals, license plate light and holder to meet Motor Vehicle safety standard**
 - 7.10.2 7 way connection plug (male) for towing vehicle. Pollak P11-702 or equal
 - 7.10.3 Fenders: Fenders for the two (2) rear wheels
 - 7.10.4 **Shall be equipped with safety chains, properly affixed to withstand and bring unit under control in the event of a detachment.**
- 7.11 Dimensions (approximate)
 - 7.11.1 Length: 159 inches
 - 7.11.2 Height: 51 inches
 - 7.11.3 Width: 101 inches
 - 7.11.4 Net Weight: 1590 lbs.

7.12 Unit shall have adjustable hitch jack for easy hook and unhook to tow vehicle as well as storage

7.13 Other Standard Features:

Bidder shall describe all other standard features which are being offered and not addressed by the specification.

7.14 Paint:

7.14.1 The unit to be painted manufacturers standard color

7.14.2 The procedure used by the manufacturer in cleaning, degreasing, priming, and painting are sufficient to meet these requirements.

7.15 Vendor must certify that sweeper offered will meet or exceed the "Occupational Safety and Health Act. Of 1970" or subsequent changes that are in effect at time of manufacture of the unit.

7.16 Advertising: Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number or model number, etc. No large decals or painted advertisement are permitted.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 040-1-I

TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

NOTE TO BIDDER: Procurement Specification No. 040-1-I, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 709 E007

Bidder's Name: Cecil I. Walker Machinery Company

Address: PO Box 2427 Charleston, WV 25329

Telephone Number: 304-389-4190

Years Bidder has been registered to do business with the State of West Virginia: 25 YRS.

Years Company has been an authorized dealer for proposed unit: 50 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 60 Calendar Days After Receipt of Purchase Agreement

Bidder's Evaluation Report available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

1-10	<u>\$10,900.00</u> per unit
11-25	<u>\$10,900.00</u> per unit
26 and over	<u>\$10,900.00</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

Sweepster TBTH 7
 Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

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

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

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

Describe: see attached

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.
 (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2 year limited warranty. See attached

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

All warranty claims for service will be performed by C. J. Walker Machinery at a Walker location. DOT is responsible for transporting unit to and from service location

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

Belle, Nitro, Beckley, Summersville, Parkersburg, Logan, Huntington

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: NA % discount
- B. Terms: Net 60 Manufacturer's published list price less: NA % discount
- C. Terms: Net 90 Manufacturer's published list price less: NA % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ \$62 per mechanic hour
- B. Travel Time Charge \$ NA per mechanic hour
 (Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ NA per vehicle mile
 (Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ NA per mechanic hour
- E. Specify period of time that prices are in effect: 2008
- F. Surcharge for miscellaneous items: NA %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: Sweepster Model: TBTH 7

X7.1 Brush Drive:

X7.1.1 Is the brush driven by the hydraulic system from the towing vehicle? YES NO

X7.1.2 Does the brush drive consist of hydraulic motor/motors mounted directly to the broom core? YES NO

X7.1.3 Are all hoses and fittings to connect hydraulics to towing vehicle provided? YES NO

X7.2 Rear Axle:

X7.2.1 Is the rear axle CRS stress proof 1 3/4" carbon steel minimum? YES NO

X7.3 Frame:

X7.3.1 Is the frame of rigid welded construction heavy duty 4 inch tubular backbone and rectangular tube and plate rear frame see attached YES NO

X7.3.2 Is the brush frame comprised of heavy 3 1/2 inch OD x .30 inch wall tubular cross member see attached YES NO

X7.4 Brush:

- X7.4.1 Is the brush 32inch (0.8 m) by 84 inch (2.44 m) width segmented wafer or steel core
 YES NO
- X7.4.2 Is the brush core steel and reversible to obtain even wear?
 YES NO
- X7.4.3 Are the wafer fillers 1/2 poly, 1/2 wire bristles?
 YES NO
- X7.4.4 Are the brushes covered entire length with a curved metal 16 gauge hood with semi-closed ends and mounted as to raise and lower with the brush?
 YES NO
 Does this hood cover approximately 155°
 YES NO
- X7.4.4 Is the broom support controlled by an adjustable heavy duty spring with a chain attached and positioned in a notched holder?
 YES NO

X7.4.5 Broom Support:

- X7.4.5.1 Is it controlled by an adjustable heavy duty spring with a chain attached and positioned in a notched holder
 YES NO
- X7.4.6 Is a rubber drape mounted in front of the brush to deflect debris and protect towing vehicle?
 YES NO

X7.5 Brush Lift and Swing:

- X7.5.1 Is it accomplished by using towing vehicle hydraulics
 YES NO
- Will the unit have 30 degree sweeping angle left/right
 YES NO

X7.6 Brush Speed:

- X7.6.1 Is brush speed controlled by towing vehicle?
 YES NO
- Brush speed 0 RPM TO 180 RPM

X7.7 Wheels and Tires:

- X7.7.1 Quantity: 3 (includes spare)
- X7.7.2 Pressed steel wheels with 15 inch 8 ply tires
 YES NO
- X7.7.3 Do the hubs have a high speed tapered precision automotive type roller bearing?
 YES NO

X7.8 Towing Pole:

- X7.8.1 Is the towing pole constructed of heavy tubing approximately 2 1/2 inch x 3 inch x 60inch with a pintle hitch?
 see attached dimensions are different
 pintle hitch is included
 YES NO

X7.9 Transport:

X7.9.1 Is the unit capable of being towed at highway speeds, without swaying, from job to job for cost effective transporting and efficiently? YES NO

X7.10 Safety Features:

X7.10.1 Is the unit equipped with a lighting package to include strobe light, stop lights, tail lights, turn signals, license plate light and holder to meet motor vehicle safety standard? YES NO

X7.10.2 7-way connection plug (male) for towing provided? YES NO

Make and Part No. Pollack P11-902

X7.10.3 Is the unit provided with fenders for the two (2) rear wheels? YES NO

X7.10.4 Does the unit have safety chains properly affixed to withstand and bring unit under control in the event of a detachment? YES NO

X7.11 Dimensions:

X7.11.1 Overall length: 136 inches *less tow bar*

X7.11.2 Overall height: 70 inches

X7.11.3 Overall width: 70 inches *outside of tires*

X7.11.4 Net weight: 2,300 lbs.

X7.12 Does unit have adjustable hitch jack for easy hook and unhook to tow vehicle as well as storage YES NO

X7.13 Other standard features

List other standard features offered but not addressed above:

Drive motors have a quick disconnect mount to

Change brush without disconnecting hoses.

Pintle hitch, 3" I.D.

X7.14 Paint:

X7.14.1 Manufacturers standard color

YES NO

X7.14.2 Describe proposed method of painting the unit:

5 Stage wash powder coat

X7.15 Does the proposed unit meet or exceed the OSHA of 1970 and/or subsequent changes?

YES NO

X7.16 Does the unit conform to the advertising guidelines?

YES NO

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: Cecil I. Walker Machinery

Signed: [Signature]

Date: 11/25/08

Title: Sales Representative

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

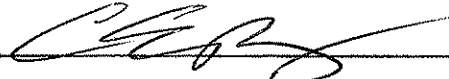
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Cecil T. Walker Machinery Co.

Authorized Signature:  Date: 11/25/08



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
 709EC007

PAGE
 1

ADDRESS & CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/17/2008				

BID OPENING DATE: 11/26/2008 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 11/19/08 AT 1:30 P.M.						
TO: 11/26/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-77		
TWO WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER						
***** THIS IS THE END OF RFQ 709EC007 ***** TOTAL:						\$10,900

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-389-4190	DATE 11/25/08
TITLE Sales Representative	FEIN 550 352647	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

SIGN IN SHEET

RFQ # 7096007

Date: ~~11/06/08~~
11/06/08

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Dot Weese
DOT

P _____

F _____

E-mail _____

2. Fuel Cashier
DOT

P _____

F _____

E-mail _____

3. CONTRACTOR
GARY GRADY

P.O. BOX 473
CHARLESTON WV
25302

P 346-5301

F 346-5305

E-mail lwtrucker@nisk.com

4. Uniontown Twp. ED.
Mike Clower

2266 University Dr.
LEWISBURG, PA.
15456

724-437-1528
P 800-229-5941

F 724-437-2098

E-mail mclower@UIEC.com

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # 709EC007
Date: ~~11/06/2008~~
11/06/2008

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Cecil J. Walker

3 Park Rd Nitro WV

P 304-389-4190

Eric Ramey

25143

F 304-759-6404

E-mail eramey@walker-cat.com

2. MIDDLETOWN TRACTOR

2395 Whitehall Blvd

P 304-366-4690 (42)

Phil Cottrill

Fairmont, Wv 26554

F 304-366-4698

E-mail phil@mddtowntractor.com

3. Fairplain Tractor Sales PO Box 787 Ripley, WVa

P 304-372-9875

Gene Fisher

25271

F 304-372-2713

E-mail Tractor Sales@WireFire

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!



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
 709EC007

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/18/2008				

BID OPENING DATE: 11/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATIONS ATTACHED.		
				BID OPENING DATE AND TIME REMAINS 11/26/08 @1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	EA		765-77		
				TWO WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER		
***** THIS IS THE END OF RFQ 709EC007 ***** TOTAL:						\$10,900

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-389-4190 DATE 11/25/08
 TITLE Sales Representative FEIN 550 352 647 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
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709EC007
PRE BID ADDENDUM #2

TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

CHANGES TO SPECIFICATIONS:

FROM:

7.12 Unit shall have adjustable hitch jack for easy hook and unhook to tow vehicle as well as storage.

TO:

7.12 Unit shall have adjustable hitch jack for easy hook and unhook to tow vehicle as well as storage or if third wheel design, the third wheel may replace the hitch jack.

709EC007
PRE BID ADDENDUM #2

TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X7.12 Does unit have adjustable hitch jack for easy hook and unhook ~~to~~ tow vehicle as well as storage YES NO

TO:

X7.12 Does unit have adjustable hitch jack for easy hook and unhook ~~to~~ tow vehicle as well as storage YES NO

OR

NA

If third wheel design YES NO does the third wheel replace the hitch jack YES NO

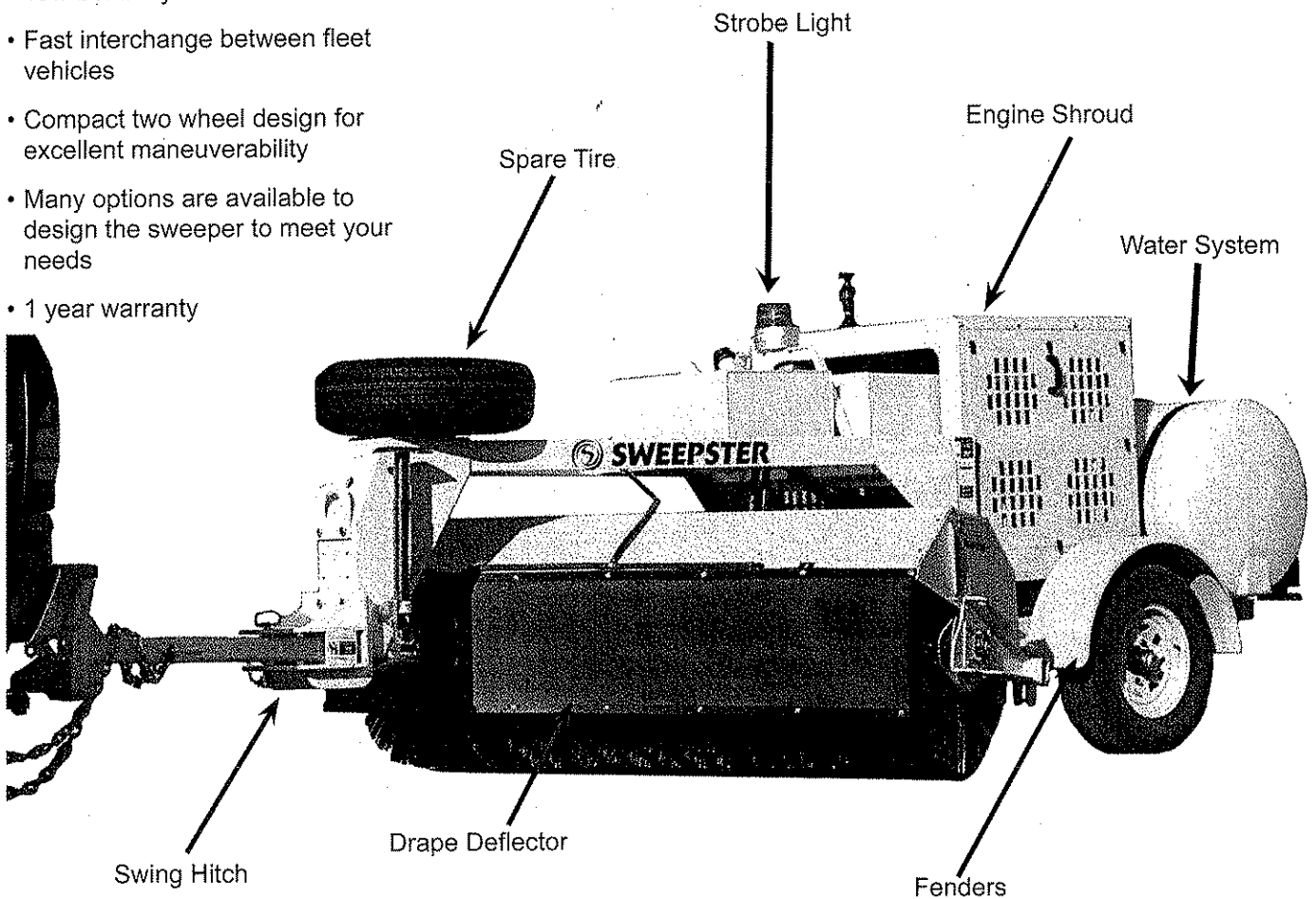
Tow-Behind Sweepers

For trucks or tractors

 **BRADCO**
 **FFC**
 **HARLEY**
 **THE MAJOR**
 **MCMILLEN**
 **SWEEPSTER**
PALADIN LIGHT CONSTRUCTION

FEATURES:

- 4 models available:
TBCP, TBH, TBTH, & TD
- Heavy duty units range from traction drive powered by the sweeper wheels, to independent hydraulic drive powered by the towing vehicle or engine up to 33 hp
- Tow-behind your truck or tractor
- Fast interchange between fleet vehicles
- Compact two wheel design for excellent maneuverability
- Many options are available to design the sweeper to meet your needs
- 1 year warranty



TBCP shown with optional spare tire, engine shroud, water system, drape deflector, strobe light, fenders & swing hitch.

TD & TBTH Tow-Behind Sweepers

TD Model with Mechanical Brush Drive from Sweeper Rear Wheels

- Two-speed gearbox for high and low brush speeds
- 32" diameter brush
- Constant velocity drive shaft for long life and low vibration
- Ratchet differential on wheels with positive lockout for high-speed transport
- Two, three, and four wheel configurations available
- Choice of pintle, ball or drop pin hitch
- Manually angles 30° left and right
- Manually operated hydraulic pump for brush lift
- Choice of brush configurations: polypropylene, poly-wire mix or wire sectional type, tube style and strip broom style available
- Automotive type 15" tires

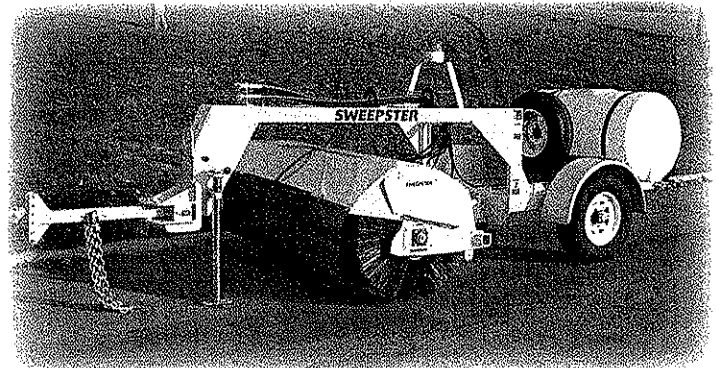
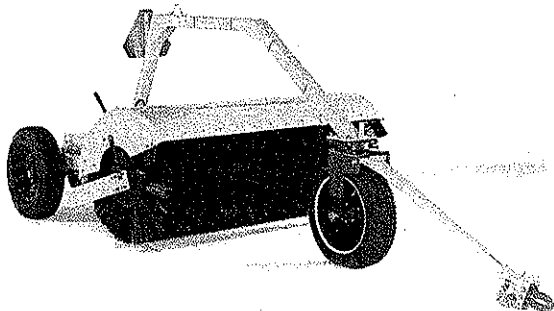
TBTH Series with Hydraulic Brush Drive Powered from Tow Vehicle Hydraulic System

- Powered by two orbital hydraulic motors
- Motors have a quick disconnect mount to change brush without disconnecting hoses
- Motors utilize a keyed, tapered shaft in a heavy duty hexagonal drive that inserts into the matching hexagonal hub on the core
- 32" diameter brush
- Two wheel configuration is standard with 3 and 4 wheel configurations optional
- Requires 17 gpm @ 2000 psi hydraulic system to power the brush
- Manually angles 30° left and right
- Hydraulic lift
- Choice of pintle, ball or drop pin hitch
- Choice of brush configuration: polypropylene, poly-wire mix, or wire sectional style, tube broom style, strip broom style
- Automotive type tires with 6 bolt steel wheels

Shown with optional spare tire, water system, drape deflector, strobe light, fenders and adjustable side-to-side hitch.

Model TD	84"	96"	108"
Model Number	TD7	TD8	TD9
Width	84"	96"	108"
Brush Diameter	32"	32"	32"
Weight (lbs. approx.)	2,300	2,350	2,400

Model TBTH	84"	96"	106"
Model Number	TBTH7	TBTH8	TBTH9
Width	84"	96"	106"
Brush Diameter	32"	32"	32"
Weight (lbs. approx)	2,300	2,400	2,500



PH: (800) 456-7100
 FX: (734) 996-9014

2800 North Zeeb Road
 Dexter, MI 48130
 United States of America

www.paladinbrands.com

S-Tow-Behind Broc 0703-1



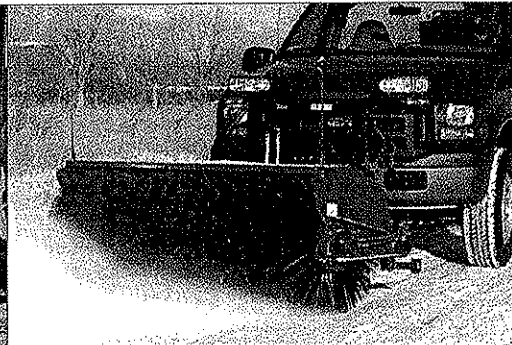
Tow-Behind Sweeper Options

	TBH Series	TBCP Series	TBTH Series	TD Series
Water dust abatement kit with pump, plumbing and 150 gallon tank	x	x	x	n/a
Electric lift & swing with in cab controls	x	x	x	x
3 wheel conversion	x	x	x	x
4 wheel conversion	x	x	x	x
180° hood	x	x	x	x
Dirt deflector drape	x	x	x	x
Sight indicators	x	x	x	x
Fenders	x	x	x	n/a
Stop & running lights & turn signals	x	x	x	x
Strobe	x	x	x	x
Battery	standard	standard	n/a	n/a
25 hp air cooled engine	n/a	x	n/a	n/a
32 hp water cooled gas engine	standard	x	n/a	n/a
33 hp water cooled diesel engine	x	x	n/a	n/a
Engine shroud	x	x	n/a	n/a
Elevated air cleaner (Kubota engine only)	x	x	n/a	n/a
Air pre-cleaner on some engines	x	x	n/a	n/a
Hydrostatic brush drive	x	n/a	n/a	n/a
Dual motor brush drive	standard	n/a	n/a	n/a
Adjustable side-to-side hitch (2 wheel only)	x	x	x	n/a
Spare tire with mounting	x	x	x	x
Scissor swing to center brush frame	x	x	x	n/a

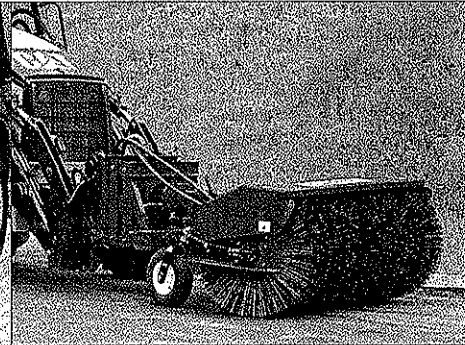
Sweepster manufacturers a complete line of sweepers.
Visit our website www.paladinbrands.com to see the complete line!



Tractor Mounted AH/CH Sweeper



Truck Mounted LA Sweeper



Loader Mounted LA Sweeper

PH: (800) 456-7100
 FX: (734) 996-9014

2800 North Zeeb Road
 Dexter, MI 48130
 United States of America

www.paladinbrands.com

S-Tow-Behind Broc 0703-1



PALADIN LIGHT CONSTRUCTION

 **BRADCO**

 **FFC**

 **HARLEY**

 **MAJOR**

 **MCMILLEN**

 **SWEEPSTER**

PALADIN LIGHT CONSTRUCTION

Bradco, McMillen, The Major
Light Construction Headquarters
P.O. Box 266
Delhi, IA 52223
United States of America

PH 563-922-2981
FX 563-922-2700

FFC
100 E. Lee Road
Lee, IL 60530
United States of America

PH 800-747-2132
FX 815-824-2620

Sweepster
2800 N. Zeeb Road
Dexter, MI 48130
United States of America

PH 800-456-7100
FX 734-996-9014

Harley
1805 2nd Ave. S.W.
P.O. Box 230
Jamestown, ND 58402
United States of America

PH 800-437-9779
FX 701-252-1978

410 Hwy 71E
P.O. Box 558
Clarissa, MN 56440

PH 218-756-2378
FX 218-756-2492

www.paladinbrands.com

SWEEPSTER Limited Warranty Two (2) Years Warranty

For a period of Two (2) years from the date of delivery of product to the original user, Sweepster Attachments LLC Of Dexter, Michigan warrants each product to be free from defects, subject to the limitations contained in this policy.

This warranty does not apply to defects caused, in whole or in part, by unreasonable use while in the possession of the user, including, but not limited to: failure to properly set up product; failure to provide reasonable and necessary maintenance; normal wear; routine tune ups or adjustments; improper handling or accidents; operation at speed or load conditions contrary to published specifications; improper or insufficient lubrication; improper storage. This warranty is also not a guarantee that the performance of each product will meet the expectations of the purchaser.

Sweepster Attachments LLC shall not be liable for consequential damages of any kind, including, but not limited to: consequential labor costs or transportation charges in connection with the replacement or repair of defective parts; lost time or expense which may have accrued because of said defects. In no event shall Sweepster Attachments LLC total liability hereunder exceed the product purchase price.

Sweepster Attachments LLC makes no warranty with respect to trade accessories or any component or accessory of the product, which was not manufactured by Sweepster Attachments LLC including any purchased components of any kind. These are subject to the warranties of their respective manufacturers. The warranty will be considered void if the product or any part of the product is modified or repaired in any way not expressly authorized by Sweepster Attachments LLC, or if closed components are disassembled prior to return. Closed components include, but are not limited to: gearboxes, hydraulic pumps, motors, cylinders, and actuators.

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair at Sweepster Attachments LLC of Dexter, Michigan, or at a service facility designated by us, or such part or parts as inspection shall disclosed to have been defective. We are not responsible for unauthorized repairs or replacements. **ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY IN OUR BEHALF.** This warranty cannot be extended, broadened, or changed except in writing by an authorized officer of Sweepster Attachments LLC.