



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

Request for Quotation

RFO NUMBER
7011EC02

PAGE
1

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

VENDOR

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

CHARLESTON WV 25322

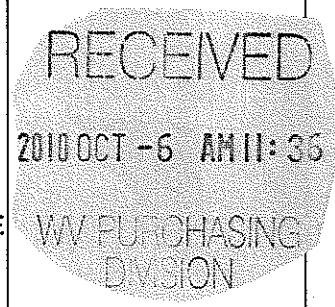
SHIP TO

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
09/01/2010	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: **10/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-75 SWEEPSTER LA8		
<p>CONTRACT: TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON MONDAY, 09/20/10 AT 10:00 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</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 MANDATORY 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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Gary W. Gray</i>	TELEPHONE 346-5301	DATE 10/4/10	
TITLE President	FAX 550621655	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. 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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09/01/2010				

BID OPENING DATE: **10/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON WEDNESDAY, 09/15/10</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THEIR QUESTONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 SERVICE 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> <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>						

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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">7011EC02</p> <p style="text-align: right;">REQUISITION NO.:</p> <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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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: center;">  SIGNATURE West Virginia Tractor Company COMPANY 10/4/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>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>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 AND 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</p>						

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<p>AND CANCEL THE CONTRACT.</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> <p>BUYER: 33</p> <p>RFQ. NO.: 7011EC02</p> <p>BID OPENING DATE: 10/06/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Gary W. Grady</p> <p>-----</p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 041-1-C

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

NOTE TO BIDDER: Procurement Specification No. 041-1-C, 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.: 7011EC02

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 304-346-5301

Years Bidder has been registered to do business with the State of West Virginia: 28 YRS.

Years Company has been an authorized dealer for proposed unit: 28 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$9,898.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

Sweepster LA8 2010 or later as ordered _____

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS:	DESCRIPTION:	PART NUMBERS:
	_____	_____
	_____	_____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____
TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART #: _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

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:

Two years bumper to bumper parts and labor _____

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)

Standard warranty is extended to two years parts and labor bumper to bumper

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.

Most work under warranty to be performed at West Virginia Tractor Company in Charleston, WV.

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

Sweepster parts to be supplied by West Virginia Tractor Company in Charleston, WV.

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: ___ - ___ % discount
- B. Terms: Net 60 Manufacturer's published list price less: ___ - ___ % discount
- C. Terms: Net 90 Manufacturer's published list price less: ___ - ___ % 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 \$ 75.00 per mechanic hour
- B. Travel Time Charge \$ 75.00 per mechanic hour
(Specify if one-way) _____; port to port
- C. Mileage Charge \$ 2.00 per vehicle mile
(Specify if one-way) _____; port to port
- D. Field Mechanic Rate \$ 75.00 per mechanic hour
- E. Specify period of time that prices are in effect: During warranty period
- F. Surcharge for miscellaneous items: holidays and overtime 150%

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.

It is the intent of these specifications to describe a hydraulic driven, power angle road broom for mounting on the front of dump trucks utilizing the existing snowplow hitch and hydraulics on the trucks. **All parts not specifically mentioned, but necessary in order to provide a complete power broom, shall be furnished by the successful bidder and shall conform in strength, quality of material, and workmanship to what is usually provided to the trade in general. The broom shall be new and of standard production and shall include all of the latest improvements in design and all standard equipment and features plus any options available to meet the listed bid specifications.** Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. **Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects.** Units not conforming to these specifications will be rejected.

Manufacturer: Sweepster Model: LA8

X7.1 HYDRAULIC SYSTEM:

X7.1.1 Will broom be powered by the dump trucks snowplow and spreader hydraulic system? YES x NO

X7.1.2 Are broom motors powered by the spreader hydraulics on existing D.O.H. truck? YES x NO

X7.1.3 Is broom angle cylinders powered by the existing plow angle hydraulics? YES x NO

X7.1.4 Will broom lift accomplished with the existing plow lift cylinder? YES x NO

X7.1.5 Will brush be driven by two (2) hydraulic wheel motors YES x NO

X7.1.6 Will motors drive the brush directly? YES x NO

X7.1.7 Brush frame and core does not extend more than six inches wider than brush? YES ___ NO

X.7.2 BRUSH:

X7.2.1 Broom width 96 inches and diameter 32 inches
Composed of sectional brushes with 10 inch core diameter YES NO ___

X7.2.2 Will brush sections be polypropylene and steel wire design YES NO ___

X7.2.3 Are sections of the convoluted and/or segmented type? YES NO ___

X7.2.4 Does brush drive slip easily out of the brush core without removing hydraulic lines from the wheel motors? YES NO ___

Is the brush core reversible from end to end to allow for even brush wear?
YES NO ___

X7.3 SWEEPER SUPPORT:

X7.3.1 Will weight of broom in sweeping position be carried on (2) 8 X 400/3.75 solid rubber casters with tapered bearings YES NO ___

X7.4 MOUNTING FRAME:

X7.4.1 Will mounting frame and parallel linkage allow broom to oscillate 10 degrees each way vertically and follow ground contour without stress on the sweeper or truck and plow frame?
YES NO ___

X7.5 SWEEPER CONSTRUCTION:

X7.5.1 Is brush frame constructed of heavy 1/4" wall seamless tube, welded plate and angle iron construction?
YES NO ___

X7.5.2 Is truck mounting frame heavy plate, angle, channel and structural iron welded construction? YES NO ___

X7.5.3 Is detachable brush hood covering minimum of 155° of broom provided?
YES NO ___

X7.5.4 Is swing assembly pivot plate design and welded structural plate, channel iron and angle iron? YES NO ___

X7.5.5 Is swing plate made of 1" thick structural steel? YES NO ___

X7.6 ANGLE CHANGE:

X7.6.1 Broom right angle: 30 degrees and left angle 30 degrees

X7.6.2 Will angle change be through one (1) 3" barrel hydraulic cylinder? YES x NO _____

X7.7 DIRT DEFLECTOR:

X7.7.1 Will flexible rubber dirt deflector be attached to front of brush hood?
YES x NO _____

3/16 inches thick by 12 inches high by 95.25 inches wide

X7.7.2 Does unit have sprinkler system YES x NO _____

X7.7.2.1 Sprinkler head mounted over the rubber dirt deflector YES x NO _____

X7.7.2.2 Sprinkler head has 2 spray nozzles

X7.7.2.3 Water pump 2.1 GPM @ 35 PSI

X7.7.2.3.1 Water pump mounting hardware and attaching bolt supplied
YES x NO _____

X7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler
YES x NO _____

X7.7.2.5 All electrical wiring and connections supplied YES x NO _____

X7.7.2.6 All hosing and fittings from water to supply sprinkler head supplied
YES x NO _____

X7.8 STORAGE STANDS:

X7.8.1 Is unit capable of self support without brush contacting ground surface when stored out of service?
YES x NO _____

X7.8.2 Will sight indicators at each end of broom be provided? YES x NO _____

X7.9 BRUSH PATTERN ADJUSTMENT:

X7.9.1 Will brush pattern change through a positive turnbuckle adjustment?
YES x NO _____

X7.10 QUICK HITCH:

X7.10.1 Will a female quick hitch matching the supplied DOH trucks Valk Quick Hitch Model RV1042 be provided? YES NO

X7.10.2 Does female hitch have a swivel hitch design? YES NO

X7.11 MOUNTING: The DOH supplied control valving consists of an adjustable priority type flow control with solenoid activated on-off and associated wiring.

X7.11.1 Will vendor provide all hoses and fittings required for mounting and making unit fully operable and ready for service on D.O.H. provided truck? YES NO

X7.11.1.2 Front mounted quick disconnects provided on DOH chassis are listed in 7.11.1.2 of specification

X7.11.2 If successful vendor, will you mount each broom at your location YES NO

Will you coordinate with DOH representative for scheduling of completed unit to DOH field organizations? YES NO

X7.11.3 Single axle dump trucks intended for broom operation will be pre-equipped with control valving and related hose installation by DOH as stated in 7.11.3 of specifications.

X7.11.3.1 If successful vendor, will you provide all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects? YES NO

X7.11.4 Is broom circuit operational controlled maximum flow rate preset at 20 GPM with an integral pressure relief valve set @ 2000 PSI? YES NO

X7.11.4.1 Will all input flow to this valve in excess of the controlled maximum flow rate be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI? YES NO

X7.11.4.2 Is the broom hydraulic drive system designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @ 2000 PSI, plus or minus 10% with truck speed of 5 MPH and engine speed of 1500 RPM YES NO

X7.11.4.3 Will any required flow and/or pressure adjustments to the truck mounted central hydraulic system components be the responsibility of the successful Vendor? YES NO

X7.12 PAINT:

X7.12.1 Will unit be painted manufacturers standard color? YES NO

X7.12.2 Will entire unit be thoroughly cleaned and free from grease, rust and scale, etched with phosphate acid, primed with expoy primer? YES NO

AND will be top-coated with polyurethane top coat or powder coated

7.13 Will unit meet or exceed OSHA requirement? YES NO

X7.14 Will unit meet advertising requirements as specified? YES NO

WEST VIRGINIA TRACTOR COMPANY

7011EC02 Exceptions to Specifications

- 7.1.7 To accommodate our quick change broom core design, the brush frame and core now extend more than six inches wider than the brush (about 7.5" more).
- 7.7.1 Our flexible rubber dirt deflector is 3/16" X 12" X 95.25".
- 7.7.2.2 Due to the improved design of the brush hood, Sweepster now supplies two spray nozzles.



PALADIN LIGHT CONSTRUCTION

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 STATUARY 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.

This is the modified standard warranty for the WVD0H's required two years parts and labor bumper to bumper warranty

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
Lae, 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 754-996-9014

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

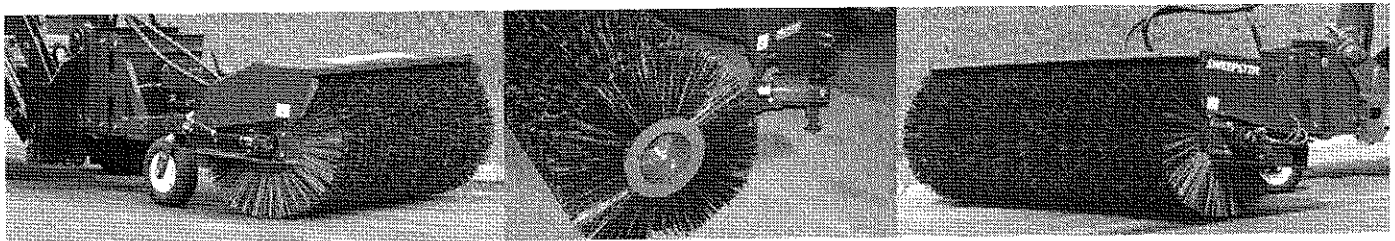
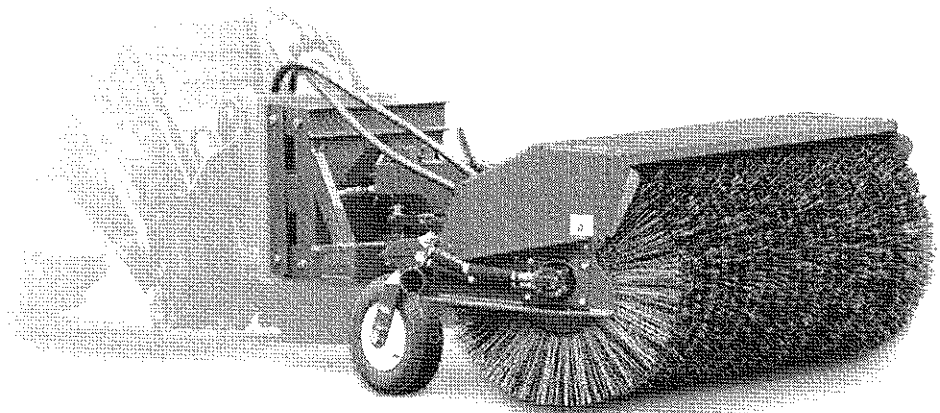
LA Angle Broom with Casters

Sweepster's hydraulic drive windrow sweeper is made for large loaders, tractors and trucks. Thirty degree angling, parallel linkage mounting, and heavy duty casters on the LA mean low maintenance and long brush life.



Features

- 32 inch brushes for extended brush life
- Brush drive slips easily out of the core without removing hydraulic lines from the wheel motors
- Brush core is reversible from end to end for even brush wear
- Powered by two orbital hydraulic motors mounted in side brush frame, coupled to core by keyed tapered shaft
- Third valve required to operate sweeper / fourth valve required to operate optional hydraulic angle change
- Parallel linkage allows sweeper to follow ground contours
- Manual angle or hydraulic angle 30 degrees left or right
- Choose poly, wire, or poly/wire brush
- Casters are standard



LA Angle Broom with Casters

Options:

- Hydraulic angle change kit
- Independent hydraulic system
- 180 degree brush hood (factory installed)
- Sprinkler system
- Dirt deflector
- Sight indicators

Specifications

Front Mount Hydraulic Drive with Parallel arm suspension

96" & 108" models have quick change core design

Model	21196	21197	21108	21109
A. Max Width at 0° Articulation	106.5"	106.5"	118.5"	118.5"
B. Max Length at 0° Articulation	74.5"	74.5"	74.5"	74.5"
C. Max Width at Full Articulation	103.0"	103.0"	113.0"	113.0"
D. Max Length at Full Articulation	89.0"	89.0"	92.5"	92.5"
Motors	single	dual	single	dual
Brush Diameter	32.0"	32.0"	32.0"	32.0"
Weight (lbs.)	1,675	1,700	1,925	1,950

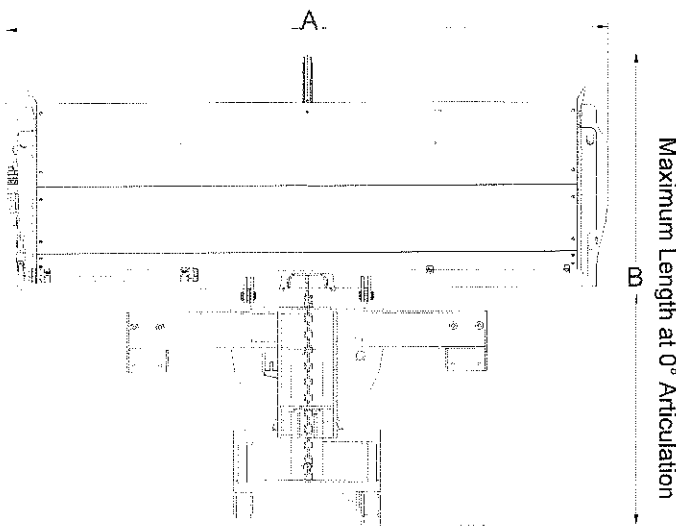
Range of Hydraulic Oil Flow

Single Motor	25 cubic inches	12 to 25 gpm
Dual Motor	18 cubic inches	18 to 36 gpm

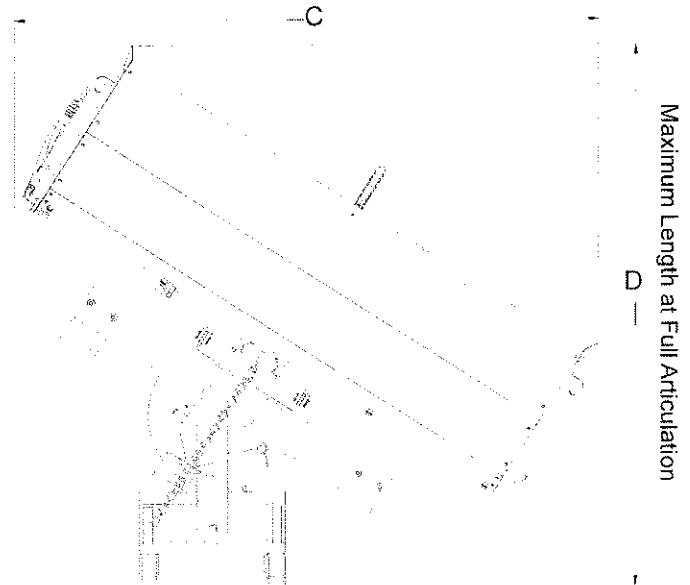
Range of Hydraulic Oil Pressure

Single Motor	25 cubic inches	3000 psi
Dual Motor	18 cubic inches	3500 psi

Maximum Width at 0° Articulation



Maximum Width at Full Articulation



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

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

www.sweepsterattachments.com

LA Window 0805-1



PALADIN LIGHT CONSTRUCTION

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: West Virginia Tractor Company Signed: [Signature]
Date: 10/4/10 Title: President

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

RFQ No. 7011EC02

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 exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Gary W. Gray* Date: 10/4/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4 day of ~~December~~ October, 2010

My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

