



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 129245

Doc Description: CLASS 043-SELF PROPELLED POWER BROOM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-05	2016-02-25 13:30:00	CRFQ 0803 DOT1600000058	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322  
 304-346-5301

02/25/16 12:50:32  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X *Craig W. Tracy* FEIN # 550621655 DATE 2/24/2016

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Self Propelled Power Broom

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CLASS 043 SELF PROPELLED POWER BROOM	10.00000	EA	\$43,900.00	\$439,000.00

Comm Code	Manufacturer	Specification	Model #
22000000	Terramite	TSS48	TSS

**Extended Description :**

ONE COMPLETE UNIT - SELF PROPELLED POWER BROOM,  
WITH YEAR MAKE AND MODEL

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 10:30 AM	2016-01-27
2	Technical Questions Due	2016-02-08

<b>DOT1600000058</b>	<b>Document Phase</b> Draft	<b>Document Description</b> CLASS 043-SELF PROPELLED POWER BROOM	<b>Page 3</b> <b>of 3</b>
----------------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

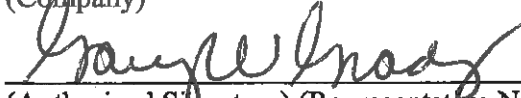
See attached document(s) for additional Terms and Conditions

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

West Virginia Tractor Company

(Company)



(Authorized Signature) (Representative Name, Title)

Gary W. Grady, President

(Phone Number) (Fax Number) (Date)

304-346-5301 304-346-5305 2/24/2016

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**West Virginia Tractor Company**

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

**2/24/2016**

\_\_\_\_\_  
Date

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

**REQUEST FOR QUOTATION**  
**CLASS 043 SELF PROPELLED POWER BROOM**

---

**7.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Gary W. Grady  
**Telephone Number:** 304-346-5301  
**Fax Number:** 304-346-5305  
**Email Address:** wvtractor@msn.com

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

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

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

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

**7.6 Preventative Maintenance & Operator Procedures:** Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection

Exhibit A

**Pricing Sheet**

**RFQ 7016EC02**

1	10	Each	One complete unit: Self Propelled Power Broom	\$43,900.00 EACH	\$439,000.00
				Grand Total	\$439,000.00

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

2016 Terramite TSS self propelled power broom

# Terramite

Reliable Construction Equipment — Since 1965

## TSS

Compact Towable  
Street Sweepers



### TSS Compact Towable Street Sweepers

The TSS Terramite towable street sweeper is built to tackle the toughest sweeping jobs. It features a 37 HP Kubota diesel engine for years of dependable service. The broom is a center pivot pull style which improves brush wear and visibility. Standard features include a variable speed brush for debris control. With a 100 gallon water system there is less need for refill and more time left for sweeping.

*If you want quality—you want Terramite.*

### Specification Highlights

- 37 HP Diesel Engine
- 6 or 8 Foot Broom Head
- True Floating Sweep
- Dual 50 Gallon Water Tanks
- Variable Broom Speed
- Front Debris Deflector
- Dual Front Tires with 45° Steering

### Key Benefits

- American Made High Grade Steel
- Built to Last
- Low Maintenance Costs
- Fast ROI
- Hub-Engaged Warning System for Towing

Terramite  
600 Golf Mountain Road  
Charleston, WV 25313 USA

(800) 428-3772  
(304) 776-4231  
(304) 776-4845 fax

[www.terramite.com](http://www.terramite.com)  
[sales@terramite.com](mailto:sales@terramite.com)

Terramite Distributors: World Wide, United States, Canada, Europe, South America, South Africa, China



# SPECIFICATIONS



Compact Towable  
Street Sweepers.

<b>STANDARD ENGINE:</b>	37 HP Kubota V1505 Liquid Cooled Diesel	27.59 KW
<b>FUEL CONSUMPTION/HOUR:</b>	1.2 Gallon	4.5 Liters
<b>PAINT:</b>	Yellow (Standard)      Optional Colors Available	
<b>STEERING:</b>	Hydraulic	
<b>SEAT:</b>	Cushioned Seat with 2" Retractable Seat Belt and Arm Rest	
<b>TOWING:</b>	All Wheels on Ground. Towing Lights, Turn Signals and 4 Way Flat Electrical Plug.	

**DIMENSIONS AND CAPACITIES:**

Length	146"	370.84 cm
Wheel Base	102"	259.08 cm
Max Height	95"	241.30 cm
Max. Weight	3375 lbs.	1530.87 kg
Steering	45 Degrees Each Way	
Fuel Tank	12 Gallons with Sight Gauge	53 Liters
Hydraulic Tank	10.5 Gallons	39.74 Liters
Water Tanks (2)	50 Gallons Each Tank - 100 Gallons Total	378.54 Liters
Tires	14" Tubeless Radials, 4 Ply P205 75R14C	

**BROOM HEAD- 8 FOOT:**

Overall Width	81" / 205.74 cm
Sweep Angle	40° Each Way
Inside Sweeping Radius	30" / 76.20 cm
Max. Sweeping Width	72" / 182.88 cm
Angle Operation	Double Acting Hydraulic Cylinder
Lift Operation	Double Acting Hydraulic Cylinder w/Float

**BROOM HEAD - 8 FOOT:**

Overall Width	101" / 256.54 cm
Sweep Angle	40° Each Way
Inside Sweeping Radius	24" / 60.96 cm
Max. Sweeping Width	95" / 243.84 cm
Angle Operation	Double Acting Hydraulic Cylinder
Lift Operation	Double Acting Hydraulic Cylinder w/Float

**AVAILABLE BRUSHES:**

- 50% Polyethylene and 50% Steel (Standard)
- 100% Polyethylene
- 100% Steel
- Flat Brush for Astroturf

**AVAILABLE OPTIONS:**

- Strobe Light
- Work Lights - 2 Front
- Work Lights - 2 Rear
- Enclosed Cab with Heat and A/C

Specifications are subject to change without notice.



Reliable Construction Equipment—Since 1985

Distributed By:

Terramite  
800 Goff Mountain Road  
Charleston, WV 25313 USA

(800) 428-3772  
(304) 776-4231  
(304) 776-4845 fax

[www.terramite.com](http://www.terramite.com)  
[sales@terramite.com](mailto:sales@terramite.com)

## TERRAMITE by TerraQuip WARRANTY POLICY 2016

Listed below are the most common asked questions about our warranty. This summary does not constitute a warranty. For full details, refer to your official warranty card supplied with your machine.

**Q. Where do I obtain warranty service?**

**A.** For the authorized TerraQuip Service Facility nearest you, call the Warranty Administrator at TerraQuip Construction Products. The telephone number is 1-800-428-3772.

**Q. Who is covered and for how long?**

**A.** Only the original purchaser of the machine is covered. The warranty is non transferable. All new machines and parts are warranted for 2 years from the date of purchase from TerraQuip Construction Products. TerraQuip Construction Products bases the 1 year warranty on the purchase invoice date. All Claims shall be brought to TerraQuip's attention within forty-five days after discovery that the goods failed to perform as warranted. "Warranty does not include the replacement of the machine".

*TerraQuip Construction Products currently does not offer Extended Warranty Policies.*

**B.** TerraQuip Construction Products will not warranty any machine or part due to failure of the purchaser to perform reasonable and necessary maintenance. Warranty is limited to the replacement and repair of defective parts and parts that failed under normal use only. "Warranty does not include the replacement of the machine". No warranty is approved on a machine or part unless TerraQuip Construction Products evaluates it.

**Q. How do I return a part for warranty consideration?**

**A.** The first step to return an item for warranty consideration is to call the WSM at 1-800-428-3772 for a Return Material Authorization (RMA) number. TerraQuip Construction Products requires an RMA number be issued for the return of all parts for warranty consideration. The RMA number serves as a record of all actions on the part. Keep the number for your records.

The second step is to return the part to the following address:

TerraQuip Construction Products  
Attn: Warranty Administrator  
RMA number  
800 Goff Mountain Road  
Cross Lanes, WV 25313

(MARK THE RMA NUMBER IN LARGE LETTERS ON THE PACKAGE)

The third step is to allow a reasonable time for the part to be evaluated. We try to perform this task in a timely manner.

The fourth step is we will either accept or not accept the request. If the claim is accepted we will then credit your account. If the claim is not accepted, we will contact you and explain why and ask how you want the part handled.

**Q. What information does TerraQuip Construction Products need in order to consider a warranty claim?**

**A.** Type of machine the part was installed on and the Problem  
Serial number of the machine the part was installed on  
Part number, Description of the part, Quantity  
Customer address, phone number, and point of contact. And the Date of the Claim

**Q. What can I do if I do not have an RMA for return of the part?**

**A.** If the customer sends a part back to TerraQuip Construction Products for warranty consideration without an RMA number, proof of shipment must be presented. If an RMA number is not requested, the customer must send a warranty claim to TerraQuip Construction Products and TerraQuip will initiate an RMA number and contact the customer for return of the part. The customer must hold all failed parts pending disposition instructions of the material from TerraQuip Construction Products. In order to ensure a credit is processed properly, a return of the part may be required.

**Q. Where do I obtain the replacement part?**

**A.** Contact your dealer as he may have the needed part in stock. If not, contact the TerraQuip Warranty Administrator at 1-800-428-3772. We reserve the right to supply all parts replaced under warranty. The part must have been obtained from TerraQuip Construction Products or is the original supplier manufactured part.

The customer is required to contact a local representative of the manufacturer of the part, such as pumps, motors, tires, etc., for all warranty work or claims. Many of these manufacturers include warranty information that can be found in your Service Manual. If no manufacturer information is available then contact the Warranty Administrator for help.

**Q. Does warranty cover any other costs?**

**A.** No. TerraQuip Construction Products will not cover any added charges, such as renting another machine, cost of transporting the machine to and from being repaired, travel, fluids, administrative requirements, or labor time and rate not approved by TerraQuip. TerraQuip will not be responsible for indirect or consequential damages of any kind, such as lost income, penalties for not completing work on schedule, etc., due to the failure of the warranted machine or part.

**B.** All approved warranty returns are subject to parts and labor reimbursement only. The warranty will cover the amount parts were billed no more. TerraQuip Construction Products warranty labor reimbursement is \$70.00 hr given the hours claim are approved.

**Q. Can the dealer change this warranty?**

**A.** No. TerraQuip will not back up any warranty claim other than what is stated on the official Limited New Product Warranty that is supplied with the machine.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

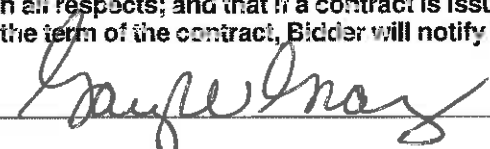
- 1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
- 4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: West Virginia Tractor Company

Signed: 

Date: 2/24/2016

Title: President

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: West Virginia Tractor CompanyAuthorized Signature: *Garrett Gray* Date: 2/24/2016State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 24 day of February, 2016.My Commission expires August 12, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

*Steven B. Basham*