



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 3

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 600206

Procurement Type: Central Purchase Order

Vendor ID: 000000177497

Legal Name: CENTURY EQUIPMENT INC

Alias/DBA:

Total Bid: \$35,225.30

Response Date: 07/30/2019

Response Time: 10:06

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2000000004

Published Date: 7/16/19

Close Date: 7/30/19

Close Time: 13:30

Status: Closed

Solicitation Description: Utility Turf Vehicle

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 600206  
**Solicitation Description :** Utility Turf Vehicle  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-07-30 13:30:00	SR 0211 ESR07301900000000457	1

VENDOR
000000177497 CENTURY EQUIPMENT INC

**Solicitation Number:** CRFQ 0211 GSD2000000004

**Total Bid :** \$35,225.30      **Response Date:** 2019-07-30      **Response Time:** 10:06:09

**Comments:** Bidding a Toro HDX-4wd model # 07386 with all the attachments and accessories needed to meet all specifications except fold down bed sides.

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Utility task vehicle UTV or recreational off highway vehicle	1.00000	EA	\$35,225.300000	\$35,225.30

Comm Code	Manufacturer	Specification	Model #
25101940			

<b>Extended Description :</b>	Utility task vehicle UTV or recreational off highway vehicle
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**Comments:** Toro HDX-4wd model # 07386, meets all specifications except folddown bed sides. Bid with heated cab, plow and all additional accessories.



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

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 600206

Doc Description: Utility Turf Vehicle

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-16	2019-07-30 13:30:00	CRFQ 0211 GSD2000000004	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:

*Century Equipment*  
*4199 Leap Rd. Hilliard Ohio 43026*  
*614 771-9995*

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

*7-29-19*

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 General Services Division to establish a contract for the one-time purchase of John Deere Pro Gator 2020A, or equal per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION GROUNDS SECTION - LOT/BLDG 98 321 MICHIGAN AVE CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Utility task vehicle UTV or recreational off highway vehicle	1.00000	EA	<i>#35,225.30</i>	<i>#35,225.30</i>

Comm Code	Manufacturer	Specification	Model #
25101940	<i>Toro</i>	<i>Workman HDX-4wd</i>	<i>07386</i>

**Extended Description :**

Utility task vehicle UTV or recreational off highway vehicle

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 23, 2019 by 9:00 AM (EDT)

Submit Questions to: Jessica Chambers, Senior Buyer, WV State Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [jessica.s.chambers@wv.gov](mailto:jessica.s.chambers@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**  
BUYER: Jessica Chambers, Senior Buyer  
SOLICITATION NO.: CRFQ 0211 GSD2000000004  
BID OPENING DATE: July 30, 2019  
BID OPENING TIME: 1:30pm  
FAX NUMBER: 304-558-3970



The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus           n/a           convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 30, 2019 at 1:30pm (EDT)

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a



“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Josh Janson  
(Name, Title)  
Territory Account Manager  
(Printed Name and Title)  
4199 Leap Rd. Hilliard Ohio  
(Address)  
614-323-2536 614-771-9990  
(Phone Number) / (Fax Number)  
jjanson@centuryequip.com  
(email address)

**CERTIFICATION AND SIGNATURE:** 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.

Century Equipment  
(Company)  
 Josh Janson Territory Manager  
(Authorized Signature) (Representative Name, Title)  
Josh Janson Territory Account Manager  
(Printed Name and Title of Authorized Representative)  
7-29-19  
(Date)  
614-323-2536 614-771-9990  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**Utility Turf Vehicle and Attachments**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a contract for the one-time purchase of John Deere Pro Gator 2020A; or equal.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item"** means a Utility Turf Vehicle and Attachments as more fully described by these specifications.
  - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **"ROPS"** means the roll over protections system or structure.
  - 2.5 **"CC"** refers to the measurement of cubic centimeters.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Heavy Duty Utility Tractor, John Deere 2020A (or Equal) and Attachments**
      - 3.1.1.1 Heavy Duty Utility turf vehicle must have a minimum towing capacity of two thousand (2000) pounds.
      - 3.1.1.2 Heavy Duty Utility turf vehicle must have a payload capacity of a minimum of twenty-five hundred (2,500) pounds.
      - 3.1.1.3 Heavy Duty Utility turf vehicle must have a minimum of twenty-five (25) horsepower.

**REQUEST FOR QUOTATION**  
**Utility Turf Vehicle and Attachments**

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- 3.1.1.4 Heavy Duty Utility turf vehicle must have a displacement of no less than a minimum of five hundred and seventy-five (575) cc.
- 3.1.1.5 Heavy Duty Utility turf vehicle must have a tow tongue hitch weight of a minimum of five hundred (500) pounds.
- 3.1.1.6 Heavy Duty Utility turf vehicle must have a gasoline fueled engine.
- 3.1.1.7 Heavy Duty Utility turf vehicle must have a liquid cooled engine.
- 3.1.1.8 Heavy Duty Utility turf vehicle must be a four (4) wheel drive vehicle.
- 3.1.1.9 Heavy Duty Utility turf vehicle must have a ground clearance of a minimum of six (6) inches.
- 3.1.1.10 Heavy Duty Utility turf vehicle must have a minimum 5-gallon tank fuel capacity.
- 3.1.1.11 Heavy Duty Utility turf vehicle must have at least a twelve (12) month limited manufacturer's warranty.
- 3.1.1.12 Heavy Duty Utility turf vehicle must be capable of converting into a hard-vented cab.
  - 3.1.1.12.1 Heavy Duty Utility turf vehicle must include hard cab, windshield, and doors to complete hard cab enclosure in bid.
  - 3.1.1.12.2 Heavy Duty Utility turf vehicle cab enclosure accessories being bid must either have a vented windshield, removable doors, or both.
- 3.1.1.13 Heavy Duty Utility turf vehicle must have mirror attachment to hard cab vehicle to assist in backing and driving, and a rearview mirror feature when converted to enclosed cab feature.
- 3.1.1.14 Heavy Duty Utility turf vehicle must have windshield wipers to accompany and operate with the windshield cab enclosure.
- 3.1.1.15 Heavy Duty Utility Tractor must come equipped with a ROPS system including standard lap seatbelts.

**REQUEST FOR QUOTATION**  
**Utility Turf Vehicle and Attachments**

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**3.1.1.16** Heavy Duty Utility turf vehicle must have a heated cab.

**3.1.1.17** Heavy Duty Utility turf vehicle must have a dump bed that is equipped with folding side functions.

**3.1.1.18** Heavy Duty Utility turf vehicle must have with a Work light kit accessory.

**3.1.1.19** Heavy Duty Utility turf vehicle must have a signaling kit accessory.

**3.1.1.20** Heavy Duty Utility turf vehicle must have a snowblade attachment; if model being bid does not come standard with a bumper to attach the snowblade attachment, then the bumper and snowblade must be included in the bid.

**3.1.1.21** Heavy Duty Utility turf vehicle must include the following size tow hitch accessories:

- Two (2) inch ball hitch
- One and a half (1 1/2) inch ball hitch
- One and seven eights (1 7/8) ball hitch

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by bidding the one (1) lump sum price of the tractor and attachments.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**REQUEST FOR QUOTATION**  
**Utility Turf Vehicle and Attachments**

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- 5.1 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.2 **Invoice** must include invoice date, delivery date, FEIN number, and complete address of vendor.
- 5.3 **Invoice** should be emailed to [GSDinvoices@wv.gov](mailto:GSDinvoices@wv.gov) or mailed to the following address:

General Services Division  
112 California Avenue  
Building 4, 5<sup>th</sup> Floor  
Charleston, WV 25305

- 5.4 Any equipment or material contracted for prior to receipt of the signed purchase order shall be at the Bidder's risk.

**6. DELIVERY AND RETURN:**

- 6.1 **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within Forty-Five (45) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 321 Michigan Avenue, Charleston WV 25305.
- 6.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items

**REQUEST FOR QUOTATION**  
**Utility Turf Vehicle and Attachments**

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shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

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

**7.1.2** Failure to comply with other specifications and requirements contained herein.

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

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

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

**7.2.3** Any other remedies available in law or equity.

## Specification Checklist

To ensure the vehicle you are bidding meets all the mandatory specifications required, please use the following as a tool to verify that you have included all mandatory components, including accessories, in your one (1) Lump Sum bid. Failure to include in a lump sum format may result in vendor's bid being disqualified. Note: All mandatory specifications may not be listed below. Be sure to thoroughly review the specifications in their entirety before submitting your bid.

- Does the vehicle being bid meet minimum mandatory 2000 lb. towing capacity?
- Does this vehicle being bid meet minimum mandatory 2500 lb. payload capacity?
- Does this vehicle being bid meet minimum mandatory horsepower requirements?
- Does this vehicle being bid meet minimum mandatory displacement requirements?
- Does this vehicle being bid meet minimum mandatory tongue hitch towing weight?
- Does this vehicle being bid have a ground clearance minimum of six (6) inches?
- Does this vehicle being bid have a minimum of a five (5) gallon fuel tank capacity?
- Does this vehicle being bid have at least a twelve (12) month limited manufacturer's warranty?
- Does this vehicle being bid have windshield wipers for when using the enclosed cab feature?
- Does this vehicle being bid meet mandatory 4-wheel drive transmission requirements?
- Does this vehicle being bid have a gasoline NOT diesel fueled engine?
- Does this vehicle being bid have a liquid cooled engine?
- Does this vehicle being bid convert into a hard cab that may be vented either by windshield or removable doors?
- Does this vehicle being bid include the hard cab conversion parts (windshield, doors)?
- Does this vehicle being bid have hard cab conversion parts that can be vented (windshield) or removed (doors)?
- Does this vehicle being bid include ROPS with standard lap seatbelts?
- Does this vehicle being bid have a heated cab?
- Does this vehicle being bid have a dump bed WITH folding side functions?
- Does this vehicle being bid have a rearview mirror feature when converted into a hard cab, as well as other side mirrors to assist with backing and driving?
- Does this vehicle being bid include the following accessories?
  - Rearview mirror feature
  - Work light kit accessory
  - Signaling kit accessory
  - Snowblade attachment, and if necessary, bumper to support the
  - Three different sizes tow ball hitch accessories: (2) inch, (1 h) inch, and (1 7/8) inch



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Century Equipment

Authorized Signature: [Signature] Date: 7-30-19

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of July, 2019.

My Commission expires 3-15, 2021.



**KENDA C. MELLETT**  
Notary Public, State of Ohio  
My Commission Expires  
March 15, 2021

NOTARY PUBLIC [Signature]



**QUOTATION**

**Date 07/29/19**

For: **West Virginia**  
**GSD2000000004**

From: **Columbus Office located at:**  
**4199 Leap Road**  
**Hilliard, OH 43026**  
**614-323-2536**

Attn: **Jessica Chambers**

SalesRep: **Josh Janson**

Qty	Model#	Description	Sell Price	Extension
Workman_HDs				
1	07386	Workman HDX - 4WD (Kubota Gas)	26,030.98	26,030.98
1	07392	ROPS Certified Cab	3,939.02	3,939.02
1	07393	Cab Door Kit	1,141.08	1,141.08
1	117-4827	Work Lights	578.44	578.44
1	120-5045	HD Series Signal Light Kit	493.59	493.59
1	130-5448	Exterior Mirror	86.11	86.11
1	130-5449	Interior Mirror	40.33	40.33
1	07349	Cab Heater	643.80	643.80
1	117-4831	2 Inch Receiver Hitch Kit	118.04	118.04
		Sub-Total:		33,071.39
VP_Boss				
1	LTA13379	Undercarriage, Workman HD	163.84	163.84
1	SB13567B	5' Blade Crate	323.44	323.44
1	SB13565B	Plow Box	1,406.75	1,406.75
1	MSC13699	Control Kit	259.88	259.88
		Sub-Total:		2,153.91
		(No Trades Quoted)		
			<b>Merchandise Total</b>	<b>35,225.30</b>
			<b>Trade-In Credit</b>	<b>0.00</b>
			<b>Destination Charge</b>	<b>0.00</b>
			<b>0.00% * Sales Tax</b>	<b>0.00</b>
				<b>35,225.30</b>

This Quote Is Good for 45 Days

*\* Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*

**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>True Lease Financing</b>	<b>Base = \$35,225.30</b>	<b>Rate Factor</b>	<b>Payment</b>	<b>Residual%</b>
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<b>Conditional Sale Financing</b>	<b>Base = \$35,225.30</b>	<b>Rate Factor</b>	<b>Payment</b>
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# Workman® HD Series

HEAVY-DUTY UTILITY VEHICLES

## FEATURES

- **Industry-leading hauling and towing capacity:**

- 3,249 lb (1,477kg) total capacity – HDX
- 3,244 lb (1,475kg) total capacity – HDX-D
- 3,500 lb (1,587kg) towing – all models

- **Electronic Fuel Injection Performance – HDX Models**

- Smooth, responsive driving
- Increased fuel economy over carbureted engines
- Instant cold starting
- Automatic high altitude compensation
- On-board diagnostics

- **Throttle-by-wire – HDX Models**

- Electronic throttle control connects the accelerator pedal to the throttle by wire
- Improved torque management
- Consistent speed control during applications & in varying load conditions

- **Four-wheel hydraulic disk brakes for easier stopping and fast servicing**

- **Proven ride comfort**

- Independent, double A-frame front suspension with dual coil springs and shock absorbers provides 5.75" (14.6 cm) front travel
- DeDion rear axle with dual leaf springs and shock absorbers provide 3" (7.6 cm) rear travel

- **Extreme durability**

- DeDion rear axle with I-beam design isolates and protects transmission, engine and main frame from vehicle loading
- Integrated wheel bearings provide enhanced sealing and consistent heavy load carrying capability
- Front bumper and front fenders designed to withstand incidental impacts without damage

## Get more work done every day with confidence.

The Workman® HD Series is designed with your toughest work challenges in mind, from the front bumper to the rear bumper and everything in between. Design components like an I-beam-shaped DeDion rear axle, a truss-like front space frame, integrated wheel bearings and 4-wheel hydraulic disc brakes provide the highest total carrying capacity\* in the industry and make the Workman ready for the toughest challenges.





# Workman HD Series Specifications\*

	WORKMAN HDX, NO BED, MODEL 07383 WORKMAN HDX, W/BED, MODEL 07384 WORKMAN HDX W/BED, MODEL 07384TC WORKMAN HDX - 4WD, MODEL 07386 WORKMAN HDX - 4WD, MODEL 07386TC	WORKMAN HDX - D MODEL 07385 WORKMAN HDX - D MODEL 07385TC WORKMAN HDX - D - 4WD, MODEL 07387 WORKMAN HDX - D - 4WD, MODEL 07387TC	WORKMAN HD, MODEL 07369
<b>ENGINE</b>	Kubota 972 EFI, 32.5 hp (24.2 kW), 4-cycle, liquid-cooled, 962 cc, 3-cylinder overheated camshaft, counterbalanced gasoline engine. Governed maximum of 32.5 hp at 3600 rpm. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Fuel Injected is a closed loop system with oxygen sensor to adjust air/fuel ratio and manifold pressure sensor to adjust for altitude. Full pressure lubrication with spin-on oil filter. Meets all EPA & CARB emission standards	Kubota 902D, 3-cylinder, inline vertical, 4-cycle, liquid cooled, counterbalanced diesel engine, 23.3 hp (17.4 kw); governed to a maximum speed of 3600 rpm. 58.0 cu. in. (950 cc) displacement. Rear engine location. Direct couple to transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets EPA Tier IV compliance. Biodiesel ready for use up to B-20 (20% biodiesel and 80% petrol blend).	Kohler Model CH23, 2-cylinder, 4-cycle, air-cooled engine. 23 hp (17.2 kW) at 3600 rpm governed to a maximum speed of 3600 rpm by an internal governor. 41.1 cu. in. (674 cc) displacement. Electronic ignition. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets all EPA & CARB emission standards.
<b>CLUTCH</b>	7.5" (19 cm) clutch and pressure plate		
<b>INSTRUMENTATION</b>	Fuel and coolant temperature gauges. Hour meter. Oil pressure, check engine and battery charge indicator lights. Tachometer and speedometer.	Fuel and coolant temperature gauges. Hour meter. Oil pressure, glow plug and battery charge indicator lights. Tachometer and speedometer.	Fuel gauge, hour meter, oil pressure warning light and battery charge indicator light. Tachometer / speedometer optional.
<b>ALTERNATOR</b>	60 amp with electronic regulator		25 amp with electronic regulator
<b>TIRES</b>	Front: 20" x 9" - 12, 6-ply rating, turf tread Rear: 24" x 12" - 12, 6-ply rating, turf tread		
<b>COOLING SYSTEM</b>	Aluminum radiator with 10 fins per inch dual pass. Right side mounted with removable screen for debris cleaning. Thermal controlled DC electric fan.		Fan forced air.
<b>AIR CLEANER</b>	Remote mounted, heavy-duty 2-stage air cleaner with evacuator valve.		Large capacity, dual element.
<b>CLEARANCE CIRCLE 2WD</b>	Inside = 32 in (81 cm); Outside = 194 in (493 cm)		
<b>CLEARANCE CIRCLE 4WD</b>	Inside = 100 in (254 cm); Outside = 300 in (762 cm)		N/A
<b>FUEL CAPACITY</b>	6 gallons (22.7 liters)		
<b>FUEL PUMP</b>	12V internally regulated 42 psi in-tank	Electronic pump	Diaphragm pump
<b>FUEL FILTER</b>	In tank filter sock. 10 micron polyester depth.	Combination fuel filter / water separator with a 30 micron filtration and 50 mesh suction screen in tank.	In-line 40 micron filter and 50 mesh suction screen in tank.
<b>HORN</b>	Standard, button on dash on 07384TC & 07386TC. Optional on 07383, 07384 & 07386.	Standard, button on dash on 07385TC & 07387TC. Optional on 07385 & 07387.	Optional
<b>SOUND LEVEL</b>	75 db(A)**	85 db(A)**	80 db(A)**
<b>VEHICLE SHIPPING WEIGHT</b>	Model 07383: 1623 lbs (738 kg) Model 07384: 1951 lbs (887 kg) Model 07384TC: 2725 lbs (1238 kg) Model 07386: 2010 lbs (914 kg) Model 07386TC: 2784 lbs (1265 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2730 lbs (1240 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2789 lbs (1268 kg)	Model 07369: 1848 lbs (840 kg)
<b>VEHICLE ACTUAL WEIGHT W/O FUEL</b>	Model 07383: 1623 lbs (738 kg) Model 07384: 1951 lbs (887 kg) Model 07384TC: 2032 lbs (924 kg) Model 07386: 2010 lbs (914 kg) Model 07386TC: 2091 lbs (950 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2037 lbs (926 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2096 lbs (953 kg)	Model 07369: 1848 lbs (840 kg)
<b>TOTAL CAPACITY</b>	Model 07384:3249(1477 kg) Model 07384TC:3168(1440 kg) Model 07386:3190 (1450 kg) Model 07386TC:3109 (1413 kg)	Model 07385:3244 lbs. (1475 kg) Model 07385TC:3163 lbs. (1438 kg) Model 07387: 3185 lbs. (1448 kg) Model 07387TC: 3104 lbs. (1411 kg)	Model 07369: 3352 lbs. (1524 kg)
<b>CARGO BED CAPACITY W/200 LB. OPERATOR AND 200 LB. PASSENGER</b>	Model 07384: 2849 lbs (1295 kg) Model 07384TC: 2768 lbs (1258 kg) Model 07386: 2790 lbs (1268 kg) Model 07386TC: 2709 lbs (1231 kg)	Model 07385: 2844 lbs.(1293 kg) Model 07385TC: 2763 lbs. (1256 kg) Model 07387: 2785 lbs. (1266 kg) Model 07387TC: 2704 lbs. (1229 kg)	Model 07369: 2952 lbs. (1342 kg)

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

\*\*At operator's ear; 3600 rpm with bed and sides installed.





# Workman® HD Series Specifications (continued)

SPECIFICATIONS COMMON TO WORKMAN HD SERIES VEHICLES													
<b>FRONT SUSPENSION</b>	Independent system with dual "A" frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5 3/4" travel.												
<b>REAR SUSPENSION</b>	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" travel.												
<b>BATTERY</b>	12-volt, group 26, with 540 cold cranking amps at 0 degrees F (-18 degrees C).												
<b>TRANSMISSION</b>	Rear transaxle directly connected to engine, twin axle drive. 3-speed synchromesh (forward speeds only), h-shift pattern with high-low range providing 6 forward speeds and 2 in reverse. Transmission housing doubles as hydraulic reservoir with outlet screen and external filter.												
<b>3RD GEAR HIGH LOCKOUT</b>	Interlock key switch that prevents engine from running in 3rd gear, high range HDX-D. Limits engine RPM to 2,200 in 3rd gear high range (HDX gas).												
<b>DIFFERENTIAL LOCK</b>	Manual engage rear differential lock.												
<b>4WD SYSTEM</b>	Fully automatic on-demand, bi-directional system. Uses dual bi-directional clutches. In event of rear tire slippage, clutches transmit power proportionally to front wheel with highest traction.												
<b>FRAME</b>	Steel space frame front frame and C-channel rear frame.												
<b>STEERING</b>	Hydraulic power steering with steering valve coupled to hydraulic cylinder with thru shaft. Maximum steering angle is 70 degrees on 2WD and 50 degrees on 4WD.												
<b>2-POST ROPS</b>	2-post rollover protective structure and protective back panel bolted to ROPS.												
<b>BRAKES</b>	4-wheel hydraulic disk brake system. 9 1/2" disk with hydraulic service brakes using twin piston floating calipers. Parking brake uses mechanical cable actuated caliper on rear wheels.												
<b>HYDRAULICS</b>	4 gpm (15 lpm) gear pump provides hydraulic flow for power steering and lift in series. Lift control valve with quick disconnects for dual lift cylinders or for attachments when quick disconnects are switched. 8 quart total capacity.												
<b>LIGHTS</b>	Twin halogen headlights and dual taillights actuated by switch on dash. Dual brake lights actuated by brake pedal.												
<b>SEAT BELTS / SEATS</b>	Lap seat belts standard. Bucket seats with adjustable slides to allow for various seat positions. Hip restraint tubes welded to seat mounting straps.												
<b>CONTROLS</b>	Throttle, brake and clutch pedals. Gear shifter, differential lock, parking brake, high-low range shifter and hydraulic lift levers.												
<b>INTERLOCK</b>	To start engine, clutch pedal must be depressed and remote hydraulic lever must be in neutral position. If installed, high flow hydraulics and rear PTO must be disengaged / switched off.												
<b>SAFETY SUPPORT</b>	7-gauge steel channel stores behind seat and fits over extended lift cylinder to prevent accidental lowering of bed.												
<b>GROUND CLEARANCE</b>	7" (18 cm) with no load.												
<b>REAR TOW HITCH</b>	Steel hitch bracket bolted to rear DeDion axle. Mounting plate provides mounting hole for pin or ball hitch and incorporates two safety chain mounting holes. Maximum tongue weight of 600 lbs (272 kg). Maximum trailer weight of 3500 lbs (1587 kg). Trailers over 1500 lbs. require trailer brakes. (Electric Brake Kit available through parts, 117-4837).												
<b>GROUND SPEED</b>	<p style="text-align: center;"><b>Standard Tires, Gear 1/2/3</b></p> <table border="0"> <tr> <td>Forward Speeds:</td> <td>High Range</td> <td>7.6/11.5/19.8 mph (12.2/18.5/31.9 km/h)</td> </tr> <tr> <td></td> <td>Low Range</td> <td>2.9/4.5/7.7 mph (4.7/7.2/12.5 km/h)</td> </tr> <tr> <td>Reverse Speeds:</td> <td>High Range</td> <td>7.1 mph (11.6 km/h)</td> </tr> <tr> <td></td> <td>Low Range</td> <td>2.8 mph (4.5 km/h)</td> </tr> </table>	Forward Speeds:	High Range	7.6/11.5/19.8 mph (12.2/18.5/31.9 km/h)		Low Range	2.9/4.5/7.7 mph (4.7/7.2/12.5 km/h)	Reverse Speeds:	High Range	7.1 mph (11.6 km/h)		Low Range	2.8 mph (4.5 km/h)
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	Low Range	2.8 mph (4.5 km/h)											
<b>DIMENSIONS</b>	<table border="0"> <tr> <td><b>Overall Length</b></td> <td><b>Overall Width</b></td> <td><b>Overall Height (Top of ROPS)</b></td> <td><b>Cab</b></td> </tr> <tr> <td>127.6" (324 cm) w/o bed 130" (330 cm) w/full bed</td> <td>64.7" (164.3 cm)</td> <td>75.8" (192.5 cm)</td> <td>Height: 81" (206 cm) Width: 65" (165 cm)</td> </tr> </table>	<b>Overall Length</b>	<b>Overall Width</b>	<b>Overall Height (Top of ROPS)</b>	<b>Cab</b>	127.6" (324 cm) w/o bed 130" (330 cm) w/full bed	64.7" (164.3 cm)	75.8" (192.5 cm)	Height: 81" (206 cm) Width: 65" (165 cm)				
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127.6" (324 cm) w/o bed 130" (330 cm) w/full bed	64.7" (164.3 cm)	75.8" (192.5 cm)	Height: 81" (206 cm) Width: 65" (165 cm)										
<b>CERTIFICATIONS</b>	Certified to meet SAE J2258. Certified to meet ISO/DIS 21299 for ROPS. Engine meets all applicable emission standards per the manufacturer. Certified to meet the CE Machinery Directive.												
<b>WARRANTY</b>	Two-year limited warranty. See Operator's Manual for further details.												

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WORKMAN VEHICLE ACCESSORIES	
<b>HIGH FLOW HYDRAULICS KIT</b>	Provides 8 gpm (30.3 liter) at 2000 psi hydraulic flow in a separate circuit to power certain attachments and accessories (standard on TC models). <b>Note: Model 07369 cannot run High Flow Hydraulics Kit.</b>
<b>200 GALLON SPRAYER</b>	200 gallon (757 liter) low profile tank sprayer with diaphragm pump and detachable control box. Three-section, 18.5 ft (5.6 m) open boom system.
<b>VICON SPREADER</b>	Pendulum action spreader with polyester hopper. 14.1 cu. ft. (.396 cu. m), 750 lbs (340.5 kg) capacity. Spread width is 3 - 46 ft. (1 - 14 m).
<b>TOPDRESSER 1800</b>	18 cu. ft. (.504 cu. m), 1450 lbs (541 kg) capacity conveyor belt style topdresser hydraulically driven by remote hydraulics. 60 in (152 cm) spread width. Workman bed lift cylinders raise topdresser. Spring load metering gate.
<b>TOPDRESSER 2500</b>	25 cu. ft. (.7 cu. m) capacity conveyor belt style topdresser towed by Workman vehicle. Textured belt, oscillating axles and all wheel drive. Electrically activated hydraulic brakes.
<b>PROPASS™ 200 TOPDRESSER</b>	21 cu. ft. / 0.54 cu. m struck (25 cu. ft. / 0.71 cu. m heaped) capacity spin style topdresser. Tow-behind or bed mount versions.
<b>PRO FORCE® DEBRIS BLOWER</b>	Tow-behind, self-contained engine-driven debris blower operated with a hand-held wireless RF controller. Bed mount kit available.
<b>HARD CAB</b>	Deluxe hard cab, ROPS and CE certified. Vented front glass windshield, interior dome light and a 2-speed windshield wiper. Optional heater and mirrors available.
<b>CAB SLIDING WINDOW DOOR KIT</b>	Door kit for deluxe hard cab. Operator door has a sliding window for ventilation and ability to access exterior elements such as an identification badge security entry. Passenger door has solid window.
<b>CAB REAR VIEW MIRROR KIT</b>	Externally mounted to the cab frame, operator and passenger side rear view mirrors for enhancing all around visibility.
<b>CANOPY</b>	Durable, high-density polyethylene canopy with drainage outlets for moisture runoff.
<b>FOLDING WINDSHIELD</b>	Clear high-impact modified acrylic material with fold down capability.
<b>BRAKE &amp; SIGNAL KIT</b>	Consists of turn signal lights for both corners in the front and rear of vehicle and brighter beam headlights.
<b>WORK LIGHT KIT</b>	Consists of (2) front facing and (1) rear facing work lights all mounted on top of ROPS bar.
<b>ROPS SIGNAL LIGHT KIT</b>	Consists of (2) double amber warning lights and (2) single red tail lights all for mounting on top of ROPS bar. Requires either a "Right Side" or "Left Side" light kit.
<b>AUTOMATIC TAILGATE RELEASE</b>	Provides automatic tailgate release when dumping from cargo bed and resets automatically upon lowering of bed. Works on full or 2/3 bed with full sides. Does not work with folding side kit.
<b>REAR PTO KIT</b>	Rear mounted, 540 RPM, PTO shaft mechanically driven by transaxle.
<b>HAND THROTTLE</b>	Throttle and speed limit control that provides constant RPM for stationary attachments or a controlled maximum speed for applications such as spraying or spreading (mechanical – HDX/HD & electric – HDX gas models).
<b>SPARK ARRESTOR</b>	Fits onto end of tailpipe.
<b>PLASTIC BED LINER</b>	A rugged, weatherproof one-piece plastic liner and separate tailgate liner that will protect either a full are bed with sides or a 2/3 bed with sides.
<b>HIGH AIR INTAKE KIT</b>	Kit for extending the air intake system from underneath the cargo bed to a position slightly above the ROPS shield behind the passenger position of the vehicle. Recommended for dusty work applications.
<b>REAR VIEW MIRROR KIT</b>	A single 8 1/2" (21.6 cm) convex mirror with mounting capability on either the operator or passenger side of the vehicle.
<b>2" RECEIVER HITCH KIT</b>	Provides a 2" square receiver to enable a "drawbar" hitch.
<b>TRAILER BRAKE WIRING KIT</b>	Kit provides a controller which plugs into Workman vehicle and a positive wire to assist the hook up of customer supplied electric trailer brakes.
<b>TRAILER SIGNAL WIRING KIT</b>	Kit provides electrical wire for Workman vehicle to enable easy hook up to customer supplied trailer signal and brake lights.
<b>REMOTE HYDRAULIC MANIFOLD KIT</b>	Hydraulic manifold kit that provides to ability to switch hydraulics between cargo bed actuation and remote port usage via use of a operator panel mounted switch.
<b>REMOTE HYDRAULIC FLOAT KIT</b>	Hydraulic float kit that enables both hydraulic lifting and "float" in the down position. Required when using a Deere TC125 sweeper.
<b>4WD MANUAL CONTROL</b>	Allows auto 4WD to be turned off.
<b>4 POST ROPS CANOPY KIT</b>	Canopy for use with 4-post ROPS kit.
<b>4 POST ROPS KIT</b>	Connects standard 2-post ROPS to 4-post ROPS. Required with 200-gallon sprayer.
<b>HEATER KIT</b>	Heater for use with cab. Adjustable temperature and 2-speed fan (excludes HD).
<b>BACK UP ALARM KIT</b>	Provides an audible alarm when vehicle is in reverse.
<b>BOSS® SNOW ACCESSORIES</b>	5' (1.52 m) BOSS Plow, VBX3000 Box Spreader.

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# Multi Pro<sup>®</sup> WM – 200-Gallon Sprayer Specifications<sup>\*</sup>

SPRAYER SPECIFICATIONS	
<b>SOLUTION TANK</b>	High-density, impact-resistant polyethylene with large 16" (41 cm) fill well, tapered bottom and sump with drain.
<b>RATED CAPACITY</b>	200 gallons (757 liters).
<b>SPRAY PUMP</b>	Hardi 364/10.0, 6-diaphragm positive displacement pump w/1" (2.5 cm) input shaft; input speed 0-540 rpm; Flow rate 45 gpm (170.3 lpm) @ 40 psi (540 rpm).
<b>AGITATOR</b>	4, side-mounted jet agitation nozzles for full tank agitation.
<b>CONTROLS</b>	Spray pump control switch, agitator jet switch, rate switch, individual boom On/Off switches, boom actuator switches, indicator lights on pump, agitation and boom switches, throttle lock.

OPEN BOOMS (STANDARD)	
<b>BOOM ASSEMBLY</b>	18.5' (5.6 m) three section, triangular truss style open booms. Optional 20.5' (6.25 m) booms available.
<b>BOOM ACTUATORS</b>	Heavy Duty hydraulic lift actuators with nitro-steel plated shafts; 1-3/4" Bore x 10.06" Stroke.
<b>SPRAY NOZZLES</b>	Eleven nozzles turrets, triple turret mount, quick-disconnect with diaphragm check valves.



MULTI PRO WM ACCESSORIES	
<b>CLEANLOAD™ EDUCTOR KIT</b>	This on-board mixing station allows rapid and safe loading of any chemical without the need to first mix into a slurry. Incorporates a built-in bottle wash nozzle and has an optional suction lance to pull in powdered or liquid products from their container. Stores within the width of the machine.
<b>FRESH WATER RINSE KIT</b>	Simplifies and automates the triple-rinse process, saving hours and hours of clean up time.
<b>ELECTRIC HOSE REEL KIT</b>	150' (45.7 m) of hose for hand or walk spraying applications. Convenient electric powered rewind. Spray gun has an adjustable nozzle from stream to fan.
<b>PRO FOAM™ MARKING KIT</b>	Foam dollops ensure accurate parallel path tracking. Select foam independently or both simultaneously.
<b>ULTRA SONIC BOOM™ KIT</b>	New sonar sensors automatically maintain proper spray height over undulating turf.
<b>COVERED BOOM KIT</b>	Extends 12" (30.5 cm) below the boom to minimize chemical drift in breezy conditions while retaining full boom system functionality.
<b>AIR INDUCTION TURBO TWIN JET NOZZLES</b>	Exclusive to Toro in the 0.8 gpm (3.02 lpm), 1.0 gpm (3.79 lpm) and 1.5 gpm (5.68 lpm) sizes, for exceptional contact coverage.
<b>CONTACT &amp; SYSTEMIC NOZZLES</b>	Select the right nozzle for your application by using the new <b>Toro Nozzle Selector</b> - available via <a href="http://Toro.com">Toro.com</a>

**WARNING**  
 THE WORKMAN<sup>®</sup> IS AN OFF-HIGHWAY VEHICLE, AND IS NOT DESIGNED, EQUIPPED, OR MANUFACTURED FOR USE ON PUBLIC STREETS, ROADS OR HIGHWAYS.

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# Workman® HDX Auto Specifications

WORKMAN HDX AUTO, MODEL 07390 / 07390TC	
<b>ENGINE</b>	28 hp (20.9 kW) Kohler® LH775 Twin-cylinder, liquid-cooled electronic fuel injection
<b>DISPLACEMENT</b>	747cc
<b>FUEL</b>	Gasoline
<b>COOLING</b>	Liquid
<b>TRANSMISSION</b>	Variable speed transmission with forward high-low range and reverse featuring Toro SpeedContr <sup>1</sup> ™
<b>MAXIMUM SPEED</b>	Forward low range 11 mph (17.7 km/h), Forward high range 20 mph (32.2 km/h), Reverse 13 mph (20.9 km/h)
<b>4WD MODEL</b>	Fully automatic on-demand system. Uses dual clutches. In event of rear tire slippage, clutches transmit power proportionally to front wheel with highest traction.
<b>BASE MACHINE WEIGHT (INCLUDES BED)</b>	HDX Auto 2WD: 1,905 lbs (866 kg) HDX Auto 4WD: 1,935 lbs (880 kg)
<b>TOTAL PAYLOAD CAPACITY (INCLUDING TWO, 200 LB. PASSENGERS)</b>	HDX Auto 2WD: 3,295 lbs (1498 kg) HDX Auto 4WD: 3,265 lbs (1484 kg)
<b>CARGO BED CAPACITY (ASSUMES TWO, 200 LB. PASSENGERS)</b>	HDX Auto 2WD: 2,895 lbs (1316 kg) HDX Auto 4WD: 2,865 lbs (1303 kg)
<b>LENGTH</b>	127.6" (324 cm) without bed; 130" (330 cm) with bed
<b>WIDTH</b>	64.7" (164.3 cm)
<b>HEIGHT</b>	75.8" (192.5 cm) to top of ROPS
<b>CLEARANCE CIRCLE</b>	2WD Inside = 32" (81 cm); Outside = 194" (493 cm) 4WD Inside = 100" (254 cm); Outside = 300" (726 cm)
<b>GROUND CLEARANCE</b>	7" (18 cm) with no load
<b>DIFFERENTIAL LOCK</b>	Electronic switch to engage rear differential lock
<b>FRONT SUSPENSION</b>	Independent suspension with dual A-frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5.75" (14.6 cm) travel.
<b>REAR SUSPENSION</b>	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" (7.6 cm) travel.
<b>BRAKES</b>	4-wheel hydraulic disc brake system
<b>CERTIFICATIONS</b>	Certified to meet SAE J2258. Certified to meet ISO/DIS 21299 for ROPS. Engine meets all applicable emission standards per the manufacturer. Certified to meet the CE Machinery Directive.
<b>WARRANTY</b>	Two-year limited warranty. See Operator's Manual for further details.
<b>TOW HITCH</b>	600 lbs (272 kg) tongue weight 3,500 lbs (1587 kg) trailer weight Trailers over 1,500 lbs (680 kg) require trailer brakes

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WORKMAN VEHICLE ACCESSORIES	
<b>HIGH FLOW HYDRAULICS KIT</b>	Provides 8 gpm (30.3 liter) at 2000 psi hydraulic flow in a separate circuit to power certain attachments and accessories (standard on TC models). <b>Note: Model 07369 cannot run High Flow Hydraulics Kit.</b>
<b>200 GALLON SPRAYER</b>	200 gallon (757 liter) low profile tank sprayer with diaphragm pump and detachable control box. Three-section, 18.5 ft (5.6 m) open boom system.
<b>VICON SPREADER</b>	Pendulum action spreader with polyester hopper. 14.1 cu. ft. (.396 cu. m), 750 lbs (340.5 kg) capacity. Spread width is 3 - 46 ft. (1 - 14 m).
<b>TOPDRESSER 1800</b>	18 cu. ft. (.504 cu. m), 1450 lbs (541 kg) capacity conveyor belt style topdresser hydraulically driven by remote hydraulics. 60 in (152 cm) spread width. Workman bed lift cylinders raise topdresser. Spring load metering gate.
<b>TOPDRESSER 2500</b>	25 cu. ft. (.7 cu. m) capacity conveyor belt style topdresser towed by Workman vehicle. Textured belt, oscillating axles and all wheel drive. Electrically activated hydraulic brakes.
<b>PROPASS™ 200 TOPDRESSER</b>	21 cu. ft. / 0.54 cu. m struck (25 cu. ft. / 0.71 cu. m heaped) capacity spin style topdresser. Tow-behind or bed mount versions.
<b>PRO FORCE™ DEBRIS BLOWER</b>	Tow-behind, self-contained engine-driven debris blower operated with a hand-held wireless RF controller. Bed mount kit available.
<b>HARD CAB</b>	Deluxe hard cab, ROPS and CE certified. Vented front glass windshield, interior dome light and a 2-speed windshield wiper. Optional heater and mirrors available.
<b>CAB SLIDING WINDOW DOOR KIT</b>	Door kit for deluxe hard cab. Operator door has a sliding window for ventilation and ability to access exterior elements such as an identification badge security entry. Passenger door has solid window.
<b>CAB REAR VIEW MIRROR KIT</b>	Externally mounted to the cab frame, operator and passenger side rear view mirrors for enhancing all around visibility.
<b>CANOPY</b>	Durable, high-density polyethylene canopy with drainage outlets for moisture runoff.
<b>FOLDING WINDSHIELD</b>	Clear high-impact modified acrylic material with fold down capability.
<b>BRAKE &amp; SIGNAL KIT</b>	Consists of turn signal lights for both corners in the front and rear of vehicle and brighter beam headlights.
<b>WORK LIGHT KIT</b>	Consists of (2) front facing and (1) rear facing work lights all mounted on top of ROPS bar.
<b>ROPS SIGNAL LIGHT KIT</b>	Consists of (2) double amber warning lights and (2) single red tail lights all for mounting on top of ROPS bar. Requires either a "Right Side" or "Left Side" light kit.
<b>AUTOMATIC TAILGATE RELEASE</b>	Provides automatic tailgate release when dumping from cargo bed and resets automatically upon lowering of bed. Works on full or 2/3 bed with full sides. Does not work with folding side kit.
<b>REAR PTO KIT</b>	Rear mounted, 540 RPM, PTO shaft mechanically driven by transaxle.
<b>HAND THROTTLE</b>	Throttle and speed limit control that provides constant RPM for stationary attachments or a controlled maximum speed for applications such as spraying or spreading (mechanical – HDX/HD & electric – HDX gas models).
<b>SPARK ARRESTOR</b>	Fits onto end of tailpipe.
<b>PLASTIC BED LINER</b>	A rugged, weatherproof one-piece plastic liner and separate tailgate liner that will protect either a full are bed with sides or a 2/3 bed with sides.
<b>HIGH AIR INTAKE KIT</b>	Kit for extending the air intake system from underneath the cargo bed to a position slightly above the ROPS shield behind the passenger position of the vehicle. Recommended for dusty work applications.
<b>REAR VIEW MIRROR KIT</b>	A single 8 1/2" (21.6 cm) convex mirror with mounting capability on either the operator or passenger side of the vehicle.
<b>2" RECEIVER HITCH KIT</b>	Provides a 2" square receiver to enable a "drawbar" hitch.
<b>TRAILER BRAKE WIRING KIT</b>	Kit provides a controller which plugs into Workman vehicle and a positive wire to assist the hook up of customer supplied electric trailer brakes.
<b>TRAILER SIGNAL WIRING KIT</b>	Kit provides electrical wire for Workman vehicle to enable easy hook up to customer supplied trailer signal and brake lights.
<b>REMOTE HYDRAULIC MANIFOLD KIT</b>	Hydraulic manifold kit that provides to ability to switch hydraulics between cargo bed actuation and remote port usage via use of a operator panel mounted switch.
<b>REMOTE HYDRAULIC FLOAT KIT</b>	Hydraulic float kit that enables both hydraulic lifting and "float" in the down position. Required when using a Deere TC125 sweeper.
<b>4WD MANUAL CONTROL</b>	Allows auto 4WD to be turned off.
<b>4 POST ROPS CANOPY KIT</b>	Canopy for use with 4-post ROPS kit.
<b>4 POST ROPS KIT</b>	Connects standard 2-post ROPS to 4-post ROPS. Required with 200-gallon sprayer.
<b>HEATER KIT</b>	Heater for use with cab. Adjustable temperature and 2-speed fan (excludes HD).
<b>BACK UP ALARM KIT</b>	Provides an audible alarm when vehicle is in reverse.
<b>BOSS® SNOW ACCESSORIES</b>	5' (1.52 m) BOSS Plow, VBX3000 Box Spreader.

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