

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

#### Request for Quotation

RFO.NUMBER
707EC023

PA	GE
	1

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

VENDOR

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

CHARLESTON WV 25322

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

DATE PRIM			MS OF SAI		SHIP'	/IA	000000000000000000000000000000000000000	O.B	FREIGHT TERMS
03/29		Net 3		s	Truck	D.T.D.	Buckha		Prepaid
ID OF ENING DATE	a freedom currence	05/09/	100.000.000	CAT		BID	OPENING	IIME (	01:30PM
LINE	QU)	ANTITY	UOP	CAT, NO.	ITEM NU	MBER	UNI	TPRICE	AMOUNT
001			EA		765-77				
001		1	l		STER LA				
	HYDRA	ULIC DR	l		SWEEPER	FOR TRU	CK MOUNT	ΓING	
				OPE	N END CON	TRACT			
					RIVEN BRO			TRUCK	
		ING AS FICATIO		, ,	IN ATTACH	ED PROC	UKEMENI		
	SPECI	LICALIO	142 04	T _ T _ D	•				
	THERE	WTII B	FΔM	ΔΝΠΑΤ	ORY PRE-B	ID CONF	ERENCE A	AT THE	•
					BUILDING				
					. FAILURE				
					IN BID D				
					STIONS WI				
	CLOSE	OF BUS	INESS	(5:0	OPM EST.)	ON TUE	SDAY, 4/	17/07.	
	CEND V	ווח פווחי	ECTIO	NC TO	: PURCHAS	THE DIV	TETON		
	SERD	יטטא שט	E3110	143 10			JOHNSTO	1 N	
							N STREET		
							. 25305	LAGI	
						,			·
	QUEST	IONS MA	Y BE	SENT	VIA FAX,E	-MAIL,	OR REGUL	AR MAIL.	,
	E-1				VADMIN.GO	V			
	FAX	(: 3	04-55	8-411	5				
	TT TO	TUE VE	UDODO	DECD		V TO UE	DIEN THA	T THE TO	
					ONSIBILIT CEIVED BY				
	QUES11	LUNS HA	AC DE	EIV KE	CEIVED BY	CALLIN	6 304-55	0-2402.	
	EXHIBI	[T 2		-				į	2001 MAY - 9 A 2 9 4
			ļ						Link (ii.)
	LIFE C	F CONT	RACT:		S CONTRAC				n promiti a section de l'assertation
			• • • • •	AND I	EXTENDS F	OR A PE	RIOD OF	ONE (1)	
		_		}		1			
	1/1	1 A	1	SEFREV	ERSE SIDE FOR TE	ERMS AND CON	IDITIONS		
NATURE	4/m.	1/1 VV	hao	^/		TELEPHONE 34	ananan kanan manan katan atau kanan kanan katan Kiri Kiri Kiri Kiri Kiri Kiri Kiri Kir	DATE	5/7/07
 E	Pres	Ment FE	NEED	<b>Y</b> )6 <b>/2</b> 165			1		
-		Ment, .	. 550	00100			ADD	RESS CHANGE	ES TO BE NOTED ABOVE



ADDOU

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

## Request for Quotation

707EC023

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

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

CHARLESTON WV 25322

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

SHIP VIA DATE PRINTED TERMS OF SALE F.O.B. FREIGHT TERMS 03/29/2007 BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM CAT QUANTITY HOP ITEM NUMBER UNIT PRICE AMOUNT LINE YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE DRIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL RENEWAL: WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE DIRECTOR OF PURCHASING MAY OPEN MARKET CLAUSE: AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMME-DIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH SEE REVERSE SIDE FOR TERMS AND CONDITIONS ELEPHONE DATE SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



SIGNATURE

TITLE

**\*709051756** 

WV TRACTOR COMPANY

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

304-346-5301

#### **Request for** Quotation

RFQ NUMBER 707EC023

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 BRUSHY FORK ROAD

PO BOX 4	472-1750					
DATE PRINTED	TERMS OF SA	LE	SHIP VIA		FOB	FREIGHT TERMS
03/29/2007						
BID OPENING DATE:	05/09/2007	[1171	E	ID	OPENING TIME 0	L:30PM
LINE QU	ANTITY UOP	CAT. NO	ITEM NUMBER		UNITPRICE	AMOUNT
THE C ORDER WHETH	ONTRACT SHALED FOR DELIVER MORE OR L	L COVE ERY DU ESS TH	R THE QUANTI RING THE TER AN THE QUANT	TIE M O ITI	F CONTRACT,	
WRITT FOR C WV-35 OF TH AND E BE RE WARDE NO OR	EN EQUIPMENT OMMODITIES O MUST BE SEN E DEPARTMENT NCUMBRANCE, TURNED TO TH	CONTROVERED TO T	ACT ORDER (FOR BY THIS CONTINUED THE PURCHASING THE PURCHASING THE PURCHASING UNIT AND AUTHORIZATION APPROVED A	ORM ITRA IG D I. IRCH ID O	NUMBER WV-35) CT. THE ORIGINAL IVISION AFTER APPROVAL ASE ORDER WILL NE COPY FOR- FOR SHIPMENT.	
FOR B.	ANKRUPTCY PR NULL AND VO 9/98	OTECTI	ON, THIS CON	ITRA	ONTRACTOR FILES CT IS AUTOMATI- WITHOUT FURTHER	
THE S CONTA ORIGI PRICE MOVEM BASED MATER SUBST	IN PROVISION NAL EXPIRATI ADJUSTMENT ENT OF THE O ON THE "PAS IALS AND/OR ANTIAL PART UPON AN ACT	VIRGII S FOR ON OF COVERS OMMODI S THROU LABOR, OF A PI UAL DO	NIA WILL CON PRICE ADJUST THE CONTRACT BOTH UPWARD TY PRICE, AN UGH" INCREAS WHICH MAKE RODUCT. ADJ	MEN , P AN ID T E O UP UST	HAT ADJUSTMENT IS R DECREASE OF RAV ALL OR A MENTS ARE TO BE T A PERCENTAGE.	:

FEIN

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE



NOCAMA

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

# Request for Quotation

707EC023

PAGE

7.

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

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

CHARLESTON WV 25322

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

DATE PR	INTED	TI.	RMS OF SA	ALE .	S⊦	IP VIA		O.B.	FREIGHT TERMS
03/29	/2007								
RID OPENING DAT	Έ:	05/09	/2007			BID	OPENING	TIME 0	1:30PM
LINE	QUA	NTITY	UOP	CAT. NO.	ITEM	NUMBER	UN	IIT PRICE	AMOUNT
	A MANN GOVERN PUBLIS SHOULI PURCHA DATE O PRICE ACCEPI	NER AC IMENTA SHED P D BE R ASING OF THE ADJUS THE DINGLY	CEPTAI L BENG RICE I ECEIVE AT LEA INCRE TMENT PRICE OR RE	BLE TO CH MAR ISTS. ED IN AST 30 ASE. ASE. ADJUS JECT	THE DI KS, GEN SUCH WRITING DAYS I ANY TI PURCHAS TMENT A	RECTOR PUERAL MARK REQUESTS BY THE DIN ADVANCE ME THE VEING DIVIS ND AMEND	RCHASINET INCR FOR AND IRECTOR OF THE NDOR RE ION MAY THE CON	EASE, INCREASE OF EFFECTIV QUESTS A EITHER	
	LOCAL IN THE AND CO AND OT TO POL VIRGIN PRICES POLITI CLEARL	GOVER BID NDITI HER L ITICA IIA. CAL S NOT P	HIS REDONS OF COLUMNS OF THE MS, AND UBDIVE REJUDE	FUSAL THE OVERN OIVISI VEND OD CON (SIONS SUCH ICE TH	TO EXTIBID TO ( MENT BO) ONS OF OR DOES DITIONS OF THE REFUSAL E AWARD	END THE POUNTY, SOLES, THE STATE NOT WISH STATE, THE B	RICES, CHOOL, BID SH OF WES TO EXT ID TO A HE VEND ID. SU CONTRAC	MUNICIPAL ALL EXTEN T END THE LL OR MUST CH REFUSAI	
	PREFER 5A-3-3	ENCE 7 (DO	IN ACC ES NOT	ORDAN APPL	CE WITH Y TO COM	* IS HERE WEST VIR NSTRUCTIO	GINIA CONTRA	ODE, ACTS).	
	( )	BIDDE	R IS A			RESIDENT		AND	
GNATURE				<u></u>	and the second s	TELEPHONE	on the second second	DATE	
TLE		I	EIN				1		. TA DE MATEC 13.07
							AD	DHESS CHANGES	S TO BE NOTED ABOVE



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

## Request for Quotation

707EC023

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

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

CHARLESTON WV 25322

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

304-472-1750

DATE PRINT	ED	TER	MS OF SALE	SHIP	/IA	F.	O.B.		FREIGHTTERMS
03/29/2	2007								
BID OPENING DATE:		05/09/	2007	•	BID	OPENING	TIME	01	:30PM
LINE	QUAN	TITY	UOP CAT. NO	ITEM NU	MBER	UNI	T PRICE		AMOUNT
	(4) YE		MEDIA TELY	SLY IN WES				1	
 	TION R QUARTE WEST V THE DA INTERE PARTNE WHO HA DF BUS YEARS	ESIDEN RS OR IRGINI TE OF ST OF RSHIP, S MAIN INESS IMMEDI	T VENDOR PRINCIPAL A FOR FOUTHIS CERT BIDDER IS ASSOCIAT TAINED IT CONTINUOU ATELY PRE	TNERSHIP, AND HAS MAPLACE OF R (4) YEAR IFICATION; HELD BY AION OR COR S HEADQUAR SLY IN WES CEDING THE	INTAINE BUSINES S IMMED OR 80% NOTHER PORATIO TERS OR T VIRGI	D ITS HE S CONTIN IATELY F OF THE INDIVIDU N RESIDE PRINCIF NIA FOR	AD- NUOUSLY PRECEDI OWNERS SAL, ENT VEN PAL PLA	IN NG HIP DOR CE	
V A F	( ) WHICH A MINI HAS MA BUSINE:	HAS AN MUM OF INTAIN SS WIT	IS A COR AFFILIAT ONE HUND ED ITS HE HIN WEST RS IMMEDI	PORATION NE OR SUBSI RED STATE AQUARTERS VIRGINIA C ATELY PREC	DIARY W RESIDEN OR PRIN ONTINUO	HICH EMF TS AND W CIPAL PL USLY FOR	PLOYS HICH ACE OF THE	ĺ	To the control of the
F I 7 A 1 C	REASON ( XX) DURING 75% OF ARE RESTA PRECED OR ( )	CHECK BIDDER THE L THE E SIDENT ATE CO ING SU BIDDER	IS A RES IFE OF TH MPLOYEES S OF WEST NTINUOUSL BMISSION IS A NON NE HUNDRE	DE FOR 2.5  IDENT VEND E CONTRACT WORKING ON VIRGINIA Y FOR THE OF THIS BI RESIDENT V D STATE RE	OR WHO , ON AV THE PR WHO HAV TWO YEA D; ENDOR E SIDENTS	CERTIFIE ERAGE AT OJECT BE E RESIDE RS IMMED MPLOYING OR IS A	S THAT LEAST ING BI D IN DIATELY		
			SEEF	EVERSE SIDE FOR T		IDITIONS			
SIGNATURE					TELEPHONE		D	ATE	
TITLE		FEI	N			ADD	RESS CHAN	IGES T	O BE NOTED ABOVE



ENDOR

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

#### Request for Quotation

707EC023

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

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

CHARLESTON WV 25322

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/29/2007 BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS FELEPHONE SIGNATURE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



ENDOR

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

304-346-5301

#### Request for Quotation

707EC023

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

\*709051756 WV TRACTOR COMPANY PO BOX 473 CHARLESTON WV 25322

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

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA FOR 03/29/2007 BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER AMOUNT UNIT PRICE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. West Virginia Tractor Company 5/7/07 DATE: SIGNED: President TITLE: \* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FFIN ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

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

#### Request for Quotation

707EC023

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

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

CHARLESTON WV 25322

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

304-472-1750

DATEPHIN		ter	INS OF SAL	English (	SHIP	VIA	F.O.B.	FREIGHT LERMS
BID OPENING DATE	03/29/2007   BID OPENING DATE: 05/09/2007				BID	OPENING TIME 0:	1:30PM	
LINE		NTITY	UOP	CAT. NO:	ITEM NU		UNIT PRICE	AMOUNT
	SEALED	BID						
	BUYER:			33				
	RFQ. N	0.:		707E	C023			
	BID OP	ENING	DATE	AND T	IME	·		
					UMBER IN NG YOUR B 346-5305		IS NECESSARY	
	CONTAC	 T PERS	ON (P	LEASE	PRINT CL		<b></b>	
	*****	THIS	IS T	HE EN	D OF RFQ	707EC	023 ***** TOTAL:	The state of the s
				an appropriate to the second s				
SIGNATURE				SEE REV	ERSE SIDE FOR T	ERMS AND CON TELEPHONE	IDITIONS DATE	
				·				
TITLE		FE	IN				ADDRESS CHANGES	TO BE NOTED ABOVE

#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

#### BIDDER'S EVALUATION REPORT

#### PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 041-1-B

### OPEN END CONTRACT HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

NOTE TO BIDDER: Procurement Specification No. 041-1-B, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

707EC023

	Reference Requisit	ion No.:		·			•		
	Bidder's Name:	West	Virginia	Tractor	Compai	ny		···	
	Address:	P.O.	Box 473	Charle	ston, V	WV 25	322		
	Telephone Number	*	346-530	01					
	Years Bidder has be	een regis	stered to do b	usiness witl	n the State	e of W	est Virginia:	25	_YRS
	Years Company ha	s been a	n authorized o	lealer for p	roposed u	mit:		25	_YRS.
X4.2 X4.2.1	DELIVERY: Delivery date of co	mpleted	representativ	e unit:	60		Calendar Days Purchase Agre	s After Date of	
X4.2.2	Delivery date of ba	lance of	completed ur	nits:	120		alendar Days		ement

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site <a href="https://www.state.wv.us/admin/purchase">www.state.wv.us/admin/purchase</a>

X5.0	AWARD CRITERIA;				
<b>X5.</b> Ì	Prices for broom sweepers in quantities of	1-5 6-10 11 and over	\$9595 \$9595 \$9595	per ı per ı per ı	ınit
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manufact Sweepster LA 2007	ture of proposed			
	Is descriptive literature, fully describing proposed  If not, why?			YES	NO
X6.2	Will the required number of service manuals, and Division at Buckhannon upon completion of deliv			d to the Equ YES	-
	Will the required Equipment Preventive Maintenable provided upon inspection of the pilot unit?	ance Form (Secti		lders Evalua YES	- '

X6.2 2-10-00

#### EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPT	TION:		****	MAKE:						
M	ODEL:		YEAR:	PUR	CHASE AMOUN	Γ:				
ENGINE:	MAKE:		MODEL:	****	_ FUEL TYPE:					
	HORSEPOWER:		CYLINDER: _	ENG	GINE SERIAL:					
	COOLING SYST	EM CAPACITY:								
BELTS:	DESCRIPTION:			PART NUMI	BERS:					
		1.000.000								
GVW:										
TIRES:	FRONT MAKE &	SIZE:								
	REAR MAKE & S	SIZE:	· 							
DIMENSIO	ONS OF UNIT:	LENGTH:		WIDTH:		LENGTH:				
VENDOR	CONTACT PERSO	N:			PHONE:					
PARTS:										
BATTERV	MAKE		MODEL:		CCA:	•				
TOP OR S	IDE POST:		DIMENSIONS	: LENGTH	WIDTH	:HEIGHT				
SPARK PI	UGS OR FUEL INI	ECTORS MAKE:		PART#						
FUEL PUN	MP OR INJECTION	PUMP MAKE:	···	MODEL:						
AITERNA	TOR MAKE:			PART #:						
				PART #						
THRROC	HARGER MAKE			PART #		20 70077 7				
TO ANG M	MAKE.	MODI	7T •		AUTO/MANUA	AL:				
HYDRAU.	LIC PUMP MAKE:			MODEL:						
FILTERS	MAKE	PART NO.	LUBR	ICANT	MANUFACT	URER TYPE				
OIL		***								
AIR INNE	R		TRAN	SMISSION						
AIR OUTI	ER									
FUEL PRI	MARY		HYDI	RAULIC		·				
FUEL SEC	CONDARY		Diffe	RENTIALS	i					
COOLAN'			BRAK	E FLUID						
HYDRAU	LIC		COOL	.ANT		de an Marie Maria Andrew Andrew				
OTHER			OTHE	R						

X6.3	TRAINING:								
	Will training seminar be conducted on Preventive Maintenance, Operat	tor and Mechanic TrainingYESNO							
	Will you conduct training with each purchase order against this open ea	nd contract? _xYESNO							
	Will training be conducted within 2 working days from the delivery of purchase order?	the pilot unit on the individual  XYESNO							
	If NO, explain time frame								
	Will an Operator's Manual be furnished directly to Letha Lamb, Traini of the pilot?	ng Academy prior to the delivery  YES NO							
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., conducting the training?  YES NO	videos, projectors, required in							
X6.4.1		operator procedures, and serviceYESNO							
X6.5	WARRANTY AND SERVICE POLICY								
	Will the warranty and service you provide comply with all areas as stat  YES								
	Is warranty literature attached?	YES NO							
		Is a minimum two (2) year bumper to bumper basic parts and labor warranty included? YESNO							
	Describe:								
	Two years parts and labor for defective parts a	nd workmanship							

#### X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. De	efine the terms of the sta	ndard warranty. I	f not offered, so state. (Atta-	ch copy)	
					<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
			DOH facilities and warranty me and location of manufactor		-
3. Li	<del>-</del>	entories that are v	vithin the State of West Virgi	nia. Also, list availability	levels, if
	aring the term of warranter will sell the parts to o	-	tee discount to manufacturer'	s published list price for p	arts that
A. B. C.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's p	published list price less: published list price less: published list price less:	% discount	· .
	uring the term of warran	ty, will all manufa	acturers or engineering impro		Division of
6. Di	uring the term of warrar	ity, list the guarant	teed rates charged for repair t	to the unit.	
A.	Shop Rate	\$	per mechanic hour		
B.	Travel Time Charge (Specify if one-way)	\$	per mechanic hour ; port to port	-	
C.	Mileage Charge (Specify if one-way	·	per vehicle mile ; port to port	-	
D.	Field Mechanic Rate	\$	per mechanic hour		
E.	Specify period of tim	ne that prices are in	n effect:		
F	Surcharge for miscel	laneous items:	%		

	•		
<b>1</b>	Is all component specifications, product literature, component models provide Committee bid determination?  ———————————————————————————————————	ed for Evaluatio	n
X6.7	Will all parts, equipment, accessories, material, design and performance chara- herein, but which are necessary to provide a complete unit, be furnished with conform in strength, quality of material, and quality of workmanship to those provided to the market in general by the unit industry?	the unit and	rtised and
X6.7.1	Are all parts and accessories adequate and regularly supplied as standard to be which may be duplications of specifications herein, and except these by specifurnished?		to be
X6.7.2	Are all standard safety features that are required by Federal and State statutes	of law included	
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Division to unit to the specifications. Should the bidder except a requirement, then such the basis that such feature is not offered by the manufacturer. The Division we discretion as to whether the bidder's substitution meets the requirements of the It is the intent of these specifications to describe a hydraulic driven, power and	exception may l vill have the sole e specifications	oe only on e
	mounting on the front of dump trucks utilizing the existing snowplow hitch at All parts not specifically mentioned, but necessary in order to provide a compfurnished by the successful bidder and shall conform in strength, quality of met to what is usually provided to the trade in general. The broom shall be new a and shall include all of the latest improvements in design and all standard equal any options available to meet the listed bid specifications. Single axle dump operation associated with this contract will be pre-equipped with control valvinstallation by the DOH. Successful vendor shall be responsible for providing mating quick disconnects with metal caps/plugs, adapters and miscellaneous required for connection of broom hydraulic circuitry to DOH provided front disconnects. Units not conforming to these specifications will be rejected.	nd hydraulics of plete power broch aterial, and wor nd of standard p ipment and feat trucks intended ing and related g all hydraulic h mounting comp	n the trucks om, shall be kmanship broduction tures plus for broom hose noses, onents
	Manufacturer: Sweepster Model: LA		_
<b>X7.</b> 1	HYDRAULIC SYSTEM:		
X7.1.1	Will broom be powered by the dump trucks snowplow and spreader hydrau	lic system? YES_x	_NO
X7.1.2	Are broom motors powered by the spreader hydraulics on existing D.O.H. t	truck? YES×_	_NO
X7.1.3	Is broom angle cylinders powered by the existing plow angle hydraulics?	YES_x	_NO
X7.1.4	Will broom lift accomplished with the existing plow lift cylinder?	YES ×	NO

X6.6 EVALUATION COMMITTEE REQUIREMENTS

X7.1.5	Will brush be driven by two (2) hydraulic wheel motors	YES x	NO
X7.1.6	Will motors drive the brush directly?	YES_x	_NO
X7.1.7	Brush frame and core does not extend more than six inches wider than brush?	YES_x	_NO
X.7.2	BRUSH:		
X7.2.1	Broom width 96 inches and diameter 32 inches Composed of sectional brushes with 10 inch core diameter	YES_×_	_NO
X7.2.2	Will brush sections be polypropylene and steel wire design	YES_x	_NO
X7.2.3	Are sections of the convoluted and/or segmented type?	YES_x	_NO
X7.2.4	Does brush drive slip easily out of the brush core without removing hydraulic limotors?  Is the brush core reversible from end to end to allow for even brush wear?	ines from the YES_x YES_x	_NO
X7.3	SWEEPER SUPPORT:		
X7.3.1	Will weight of broom in sweeping position be carried on (2) 8 X 400/3.75 solid tapered bearings		ters with _NO
X7.4	MOUNTING FRAME:		
X7.4.1	Will mounting frame linkage allow broom to oscillate 10 degrees each way and without stress on the sweeper or truck and plow frame?	_	ound contour _NO
X7.5	SWEEPER CONSTRUCTION:		
X7.5.1	Is brush frame constructed of heavy 1/4" wall seamless tube, welded plate and		construction? NO
X7.5.2	Is truck mounting frame heavy plate, angle, channel and structural iron welded	construction YES_×	on? NO
X7.5.3	Is detachable brush hood covering minimum of 155° of broom provided?  180 degrees – exceed	YES_x	_NO
X7.5.4	Is swing assembly pivot plate design and welded structural plate, channel iron a	and angle in YES x	on? NO
X7.5.5	Is swing plate made of 1" thick structural steel?	YES_x	_NO
X7.6	ANGLE CHANGE:		
X7.6.1	Broom right angle: 30 degrees and left angle 30 degrees		
X7.6.2	Will angle change be through one (1) 3" barrel hydraulic cylinder? 2.5" bore cylinder	YES	_NO_x

X7.7 DIRT	DEFLECTOR:	·
X7.7.1 Will	flexible rubber dirt deflector be attached to front of brush hood?	YES_x_NO
	1/8 inches thick by 18 inches high by 97 inches w	ride
X7.7.2 Doe	s unit have sprinkler system	YES_x_NO
X7.7.2.1	Sprinkler head mounted over the rubber dirt deflector	YES_x_NO
X7.7.2.2	Sprinkler head has 7 spray nozzles	
X7.7.2.3	Water pump 2.1 GPM @ 35 PSI	
X7.7.2.3.1	Water pump mounting hardware and attaching bolt supplied	YES_x_NO
X7.7.2.4	Operator station readily accessible mounted controls for operating the spi	rinkler × NO
X7.7.2.5	All electrical wiring and connections supplied	YES_x_NO
X7.7.2.6	All hosing and fittings from water to supply sprinkler head supplied	YES_x_NO
X7.8 STOR	RAGE STANDS:	
X7.8.1 Is u	nit capable of self support without brush contacting ground surface when s	tored out of service? YES_x_NO
X7.8.2 Wil	l sight indicators at each end of broom be provided?	YES × NO
X7.9 BRUS	SH PATTERN ADJUSTMENT:	
X7.9.1 Wil	l brush pattern change through a positive turnbuckle adjustment?	YES_xNO
X7.10 QUIC	CK HITCH:	
	l a female quick hitch matching the supplied DOH trucks Valk Quick Hitch 1042 be provided?	h Model YES_* NO
X7.10.2 Doe	es female hitch have a swivel hitch design?	YES_×_NO
	NTING: The DOH supplied control valving consists of an adjustable prior solenoid activated on-off and associated wiring.	ity type flow control
	l vendor provide all hoses and fittings required for mounting and making uly for service on D.O.H. provided truck?	nit fully operable and YES × NO
X7.11.1.2	Front mounted quick disconnects provided on DOH chassis are listed in	7.11.1.2 of specification

X7.11.2	If successful vendor, will you mount each broom at your location	YES_	x	NO
	Will you coordinate with DOH representative for scheduling of completed unit torganizations?			d NO
X7.11.3	Single axle dump trucks intended for broom operation will be pre-equipped with related hose installation by DOH as stated in 7.11.3 of specifications.	ı contro	l va	lving and
X7.11.3.	If successful vendor, will you provide all hydraulic hoses, mating quick discaps/plugs, adapters and miscellaneous mounting components required for hydraulic circuitry to DOH provided front chassis mounted quick disconne	connec	tior	
X7.11.4	Is broom circuit operational controlled maximum flow rate preset at 20 GPM wirelief valve set @ 2000 PSI?	th an in YES _	itegi X	al pressure NO
X7.11.4.	Will all input flow to this valve in excess of the controlled maximum flow central hydraulic system down stream valving for lift and rotation of broom snowplow lift and power angle circuits with relief valve settings of 1500 P	n by uti	lizi	
X7.11.4.	Is the broom hydraulic drive system designed in such a manner as to provi operational characteristics when supplied 20 GPM @ 2000 PSI, plus or mi speed of 5 MPH and engine speed of 1500 RPM?	inus 109	% v	
X7.11.4	Will any required flow and/or pressure adjustments to the truck mounted c	entral h	ıydr x	aulic
	system components be the responsibility of the successful vendor?	ies_		NO
X7.12 F	PAINT:			
X7.12.1	Will unit be painted manufacturers standard color?	YES_	X	NO
X7.12.2	Will entire unit be thoroughly cleaned and free from grease, rust and scale, etche acid, primed with expoy primer?	ed with YES_		
	AND will be top-coated with polyurethane top coat or powder coated	<u>x</u>		
7.13	Will unit meet or exceed OSHA requirement?	YES_	x	NO
X7.14	Will unit meet advertising requirements as specified?	YES_	x	NO



RFQ COPY

P.O. Box 473

TYPE NAME/ADDRESS HERE

Charleston, WV 25322

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

West Virginia Tractor Company

### Request for Quotation

707EC023

PAGE\_\_\_\_

JOHN JOHNSTON
304-558-2402

DIVI S EQUI H ROUT BRUS T BUCK

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

04727		TER Net : 05/097	RMS OF SA		SHIP Truc		FOR BUCKHANNON OPENING TIME		PREIGHTTERMS PRepaid 30PM
BID OPENING DATE		<del>)5/09</del> /	<del>'2007</del>	<del>.</del> .		BID	OPENING TIME	<del>0</del> '1	:30FM
LINE	QUAN	ГПY	LIOP	CAT NO.	ITEM NE	IMBEA	UNIT PRICE		AMOUNT
				ADDE	NDUM NO.	1			
	CHANGES	5 TO 7	HE SE	ECIFI	CATIONS 1	PER THE	ATTACHED.		
	BID OPE	ENING	DATE	AND T	IME REMA:	INS THE	SAME.		
	NO OTHE	er cha	nges.	T					
					SWEEPST	ER T.A			
						DI( DI			
0001		1	EA		765-77				
	HYDRAUI		IVEN	BROOM	SWEEPER	FOR TRI	CK MOUNTING	<del></del>	
-									
-				•					
	*****	THIS	IS T	HE EN	D OF RFQ	707E	023 ***** TC	TAL:	
								Ì	
					•				
					٠	•	***************************************		 :
		-						ĺ	
									*
,			-						
	1			Ì				İ	agraphic states
	'Un.	/ 📑		SEE REV	ERSE SIDE FOR T		NOTIONS		
SIGNATURE	1 Ra		40	nac	$/\!$	TELEPHONE	346-5301	DATE 5	/7/07
TITLE P	residen	t) FE	IN E	5062	1 (5)5		ADDRESS CH	ANGES T	O BE NOTED ABOVE

#### ADDENDUM #1 707EC023

#### OPEN END CONTRACT

#### HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

CHANGES TO BIDDER'S EVALUATION REPOR	T:
X4.2.1 NO CHANGES REQUIRED	
Delivery date of completed representative unit	60 t: Calendar Days After Date of Purchase Agreement
X4.2.2 NO CHANGE REQUIRED	
Delivery date of balance of completed units:	120 Calendar Days After Date of Purchase Agreement
FROM: X7.4.1 Will mounting frame linkage allow broom to o ground contour without stress on the sweeper of	
TO: X7.4.1 Will mounting frame and parallel linkage allow vertically and follow ground contour without s frame?	w broom to oscillate 10 degrees each way tress on the sweeper or truck and plow YESNO

#### WV-363 STATE OF WEST VIRGINIA

#### PURCHASING CONTINUATION SHEET

Buyer:	Page	Req. or P.O. No.:	
JJ-33	5	707EC023	
Spending (	Jnit:		_

Vendor

Requisition No.: 707E0023

#### ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 \_x
- No. 2
- No. 3 \_\_\_\_\_
- No. 4 \_\_\_\_\_
- No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

West Virginia Tractor Company

Company

5/7/07

Date

#### WEST VIRGINIA TRACTOR COMPANY

#### 707EC023 Exceptions to Specifications

7.5.1	We will	supply	1/4"	Χ	3.0"	square	tube
-------	---------	--------	------	---	------	--------	------

7.6.2 We will supply 2 1/2" bore cylinder

#### WEST VIRGINIA TRACTOR COMPANY

#### COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

As required by law and West Virginia Department of Administration, Purchasing Division Legislative Rule 148 CSR 1, West Virginia Tractor Company is licensed and in good standing with any and all state and local laws and requirements, including the West Virginia Secretary of State's office, the West Virginia Tax Department, the West Virginia Insurance Commission, or any other state agencies or political subdivisions, including the West Virginia Division of Motor Vehicles as a trailer dealer (DTR-1594) and as a new vehicle dealer (D-43).

West Virginia Code 5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions, stipulates that this applies to contracts or renewal of contracts to be awarded by the state or any of its political subdivisions, which includes counties and municipalities.

West Virginia Tractor Company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin.



MATARINE LIGHT CONSTRUCTION

Bradco, McMillen, The Major Light Construction Headquarters P.O. Box 256 Delhi, IA 52223 United States of America

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

#### FFC 100 E. Lee Road

Lee, IL 60530 United States of America

PH 800-747-2132 FX 815-824-2520

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

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

#### Harley

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

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

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

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

www.paladinbrands.com

# SWEEPSTER Limited Warranty Two (2) Years Warranty

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

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

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

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

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

WV:96 . Rev. 5/94

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the . West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a coun of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	West Virginia Tractor Co.
Signed:	Signed: Day Mady
Title:	Title: President
Date:	Date: 5/7/07

RFQ No.	707EC023
---------	----------

#### AFFIDAVIT

#### West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

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

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

#### **EXCEPTION:**

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

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	West	Virginia	Tractor	Company			
Authorized Signature	:	rande	) In	rdh	_ Date:	5/7/07	
No Debt Affidavit (Revised :	( 10/13/06)	0	, ,	U			

# (SWEEPSTER)

# Hydraulic Windrow Sweeper

Model LA



### With Casters and Parallel Arm Mounting

SWEEPSTER's hydraulic drive windrow sweepers are made for large loaders, tractors and trucks. Features include: 30 degree angling, 8 foot by 32 inch diameter sectional brush, parallel linkage mounting, and heavy duty casters. The Model LA has low maintenance and long brush wear. Profit from over 40 years of manufacturing experience and lower-the-broom on dirt and debris! Call 1-800-456-7100 for further information.

# Big Productivity. Increased Versatility.

#### Sweepster Heavy-duty Angle Broom, Model LA

#### STANDARD FEATURES

#### **BRUSH**

- 8 ft (2.44m) by 32 in (81.3cm) diameter sectional brush
- · Choice of poly, wire, poly/wire bristles
- · Brush core outside diameter 10 in (25.4cm)
- Manual angle change of 30° left/right

#### **BRUSH DRIVE**

- Requires 20-50 gpm at 2000 psi (75.7-189.25 L/M at 138 bar)
- Brush speed: 140 rpm at 20 gpm (75.7 L/M)
- · Includes hose, no valves included
- On/off operated with third function valve

#### **CASTERS**

Pneumatic straight roller bearing

#### **HYDRAULIC SYSTEM**

- · Powered by two hydraulic motors mounted by keyed tapered shaft
- Comes with hoses and standard quick couplers

#### **PARALLEL ARM MOUNTING**

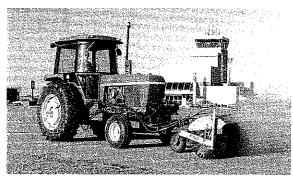
· Four bar links allowing 10 degree oscillation

#### **SWEEPER CONSTRUCTION**

- · Brush frame seamless tube, welded plate and angle iron
- Mounting frame welded heavy plate channel iron
- Powder Coated finish for long wear

#### **DIMENSIONS**

	8 FT	9 FT	10 FT
Overall Width			
STRAIGHT	104"(2.64m)	116"(2.94m)	128"(3.25m)
30° Angle	106"(2.69m)	118"(2.99m)	130"(3.30m)
Brush Face			
STRAGHT	94"(2.38m)	106 <sup>12</sup> (2.69m)	118"(2.99m)
30° Angle	85"(2.15m)	97"(2.46m)	109"(2.76m)
Offset at 30° Angle	8"(.20m)	9"(.22m)	10"(.25m)
Length: STRAIGHT 96'	'(2.44m) <b>30° A</b> nd	LE 114"(2.90m)	. , . ,
/Back of mounting to from	at of haveb)		



LA for Tractors over 6500 lbs. (2948 kg): Powered by tractor's hydraulics or independent system. Lifted by frame mounted cylinders.

#### **OPTIONAL FEATURES**

#### **AUXILIARY VALVE**

Extra valve operates sweeper run or swing

#### 180° BRUSH HOOD

#### **BRUSH WIDTHS**

. 9 ft (2.74m) or 10 ft (3.04m) widths

#### CASTERS

· Tapered bearing 5 bolt hub pneumatic or solid rubber

#### **DIRT DEFLECTOR**

#### **HYDRAULIC ANGLE CHANGE**

- Hydraulic cylinder angles sweeper 30° left/right
- · Includes cylinder, hoses, mounting brackets, not activating valve

#### HYDRAULIC ANGLE CHANGE WITH ELECTRIC VALVE

- Electric activating valve and cylinder with in-cab control
- Flow divider available for systems over 40 GPM (151.4 L/M)

#### INDEPENDENT HYDRAULIC SYSTEM

- Auxiliary system of 20 GPM (75.7 L/M) at 2000 PSI (138 bar)
- Includes hydraulic pump (driven from 540 RPM PTO), tank, 3-point weldment, hoses

#### SIGHT INDICATORS

#### **SPRINKLER SYSTEM**

- · Includes electric water pump, hoses, spray nozzles, spray bar, no tank
- 25 or 85 gailon tank available for customer to install

#### **QUICK ATTACH SYSTEM**

Contact SWEEPSTER

#### QUICK CHANGE BRUSH CORE

LA QCS - Contact SWEEPSTER

LA for Trucks: Mounts to trucks with 1600 lbs. (726 kg) front load capacity. Attaches in place of snow plow. Requires third function valve.

LA for Loaders: Mounts in place of bucket utilizing loader's quick attach system. Lifted by loader arms: Requires third function valve.





Distributed By:

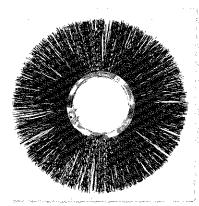


2800 N. Zeeb Rd., Dexter, MI 48130 1-800-456-7100 • (734) 996-9116 • fax: (734) 996-9014 e-mail: sweep@sweepster.com • www.sweepster.com • ISO 9001

# 

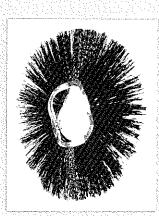
# Spacerless Convoluted Sections

### **Design Makes The Difference**

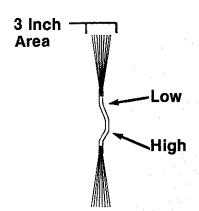








The unique design of SWEEPSTER Spacerless Convoluted Sections creates superior sweeping action and easy installation.

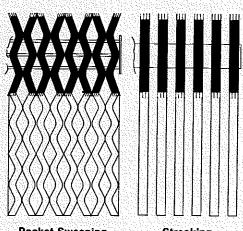


#### The Secret Is The Shape

SWEEPSTER Spacerless Convoluted Sections have a unique bent shape. By bending the sections, a multiplane sweeping surface is created. One 5/8 inch wide Convoluted Section sweeps a 3 inch wide path. To cover the same 3 inch area with a standard single plane section you must apply down pressure to spread the bristles. Excessive down pressure results in brush and machine wear, costing you time and money. SWEEPSTER Spacerless Convoluted Sections last longer and give you superior sweeping action.

#### **Pockets Pick It Up**

The secret to the superior sweeping action of Spacerless Convoluted Sections is the design. The bent shape of the Convoluted Sections creates 3 high spots and 3 low spots. When the sections are stacked on a core, open pockets are formed. These pockets sweep large bulky items like stones, cans, and leaves. The closed areas pick up the small, fine particles like sand, gravel and mud. A side-to-side reciprocating sweeping action is created as the brush rotates, eliminating streaking. All of the natural spring of the bristles is utilized, giving you superior sweeping action and extended brush life.



Pocket Sweeping Convoluted Section

Streaking Single Plane Brush

"Call SWEEPSTER at 1-800-456-7100 for Quantity Discounts, Bid Pricing and Competitive Price Quotes"

# SWEEPSTER

### **Spacerless Convoluted Sections**

#### **Easy To Install**

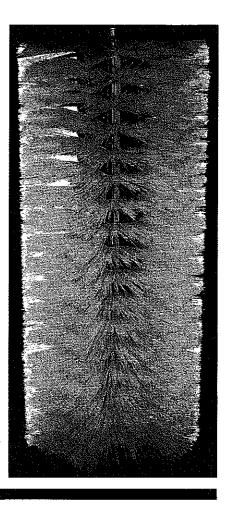
SWEEPSTER Spacerless Convoluted Sections not only have superior sweeping action, but can save you time and money. Convoluted Sections are quick and easy to assemble. SWEEPSTER sections fit on any standard core, no need for expensive new cores. Our sections will fit right on your existing equipment. We supply brushes in many different diameters for most makes of sweepers including Bobcat.

Install SWEEPSTER sections and reduce costly down time removing dented tube brooms and rusted coil-ons. SWEEPSTER can keep you on the road sweeping with our uniquely shaped, superior sweeping Spacerless Convoluted Sections.

#### We Manufacture The Size You Need

SWEEPSTER manufactures a complete line of Spacerless Convoluted Sections. From the 18 inch (46 cm) to the big 36 inch (91 cm) diameter sets, we have what you need. We manufacture Convoluted Sections for SWEEPSTER power sweepers and many other sweepers including: Elgin, Wayne/FMC, Athey/Mobil, Grace, MB, Laymor, Waldon, Broce, Rosco and Bobcat.

Spacerless Convoluted Section Sets are available in all polypropylene or wire. Choose what combination you need. Custom build your brush to your sweeping conditions. For most normal sweeping conditions, alternate poly and wire. For more aggressive sweeping action on hard snow or mud, add more wire sections. For thatching lawns, add more poly sections.



#### ips To Extend Brush Life

Remember to check and adjust:

- 1. Brush Level
- 2. Brush Down Pressure
- Ground Speed of Vehicle When Sweeping

#### **Brush Level**

Your usable brush life can be cut by more than 50% if you do not level your brush frequently. Brush level should be checked every day before operating. Level the swing plate front-to-back and side-to-side. Then level the cross tube on the brush head. See sweeper's maintenance manual for leveling instructions.

#### **Brush Down Pressure**

Another factor that affects brush life even more than brush level is down pressure. Improper down pressure can decrease brush life 95%.

The tips of the bristles provide the most efficient sweep. When too much down pressure is applied, the brush is working with the sides of the bristles, not the tips. This eliminates the natural flicking action of the tips and reduces sweeping effectiveness.

Check for correct down pressure daily.

Before starting a sweeping job, park the vehicle and sweeper on a level area.

Lower the rotating brush down to the ground and then lift. Check the cleaned area below the brush. A brush with correct down pressure will clear a 2 to 3 inch path.

## Ground Speed of Vehicle When Sweeping

Improper ground speed not only damages the brush, but can also damage sweeper components. If ground speed is too fast, the debris piles up in front of the brush. The material is bulldozed not swept. This bulldozing action causes excessive pressure on the brushes, core, drive lines and frame.

Always sweep at a high enough brush speed and low enough ground speed to effectively discharge the material being swept.

Distributed By:



Sweeping the World

# SWEEPSTER )

# Truck Mounted Sweepers

For Utility, Pickup, Stake Rack, & Dump Trucks



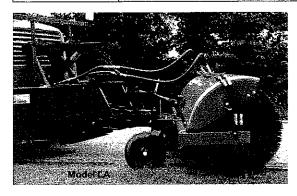
### **Hydraulic Drive**

SWEEPSTER's truck mounted sweepers are the right choice for all your sweeping needs. Powerful and durable, an attachment sweeper can fit onto most utility, pickup, stake rack, or dump trucks. Options include: 3-8 foot widths, 18-30 HP engines, sprinkler systems, storage stands, and more! Choose from poly, wire, or combination poly/wire bristles. Lower-the-broom on dirt and debris! Call 1-800-456-7100 for more information.

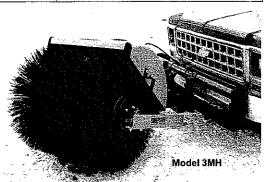
# **SWEEPSTER**

# Truck Mounted Sweeper Specifications (Subject To Change Without Notice)

	Model MH	Mødel MCH	Model MH3
BRUSH HEAD	Driven by one orbital motor     6 ft. (1.8 m) x 32 in. (81.3 cm) brush with easy-to-replace sections	Driven by two orbital motors fit. (1.8 m) x 32 in. (81.3 cm) brush with easy-to-replace sections	Driven by one orbital motor  It is a ft. (.9 m) x 36 in. (91.5 cm) brush with easy-to-replace sections
SWING ASSY.	Half moon welded plate w/ manual angle change	Haif moon welded plate w/ manual angle change	Half moon welded plate w/ electric hydraulic lift-swing
MOUNT ASSY.	Snowplow mount w/ cable lift	Snowplow mount w/ cable lift	Slide mount direct to bumper
OPTIONS	*30HP gas engine power pack with or without electric/hydraulic lift-swing     *18HP gas engine power pack with or without lift-swing     *Hydraulic angle change     *Quick change brush core     *Sprinkler system     *25 gallon (95 L) water tank     *Diesel engine power pack     *Farr air cleaner (truck)     *Red ball sight indicators (2)     *Storage stands (4)     *7 ft. (2.1 m) brush width     *120° deflector kit	30HP gas engine power pack with or without electric/hydraulic lift-swing     Hydraulic angle change     Quick change brush core     Sprinkler system     25 gallon (95 L) water tank     Farr air cleaner (truck)*s*a     Red ball sight indicators (2)     Storage stands (4)     7 ft. (2.1 m) or 8 ft. (2.4 m) brush width     120° deflector kit	30HP gas engine power pack     18HP gas engine power pack     Sprinkler system     25 gallon (95 L) water tank     Farr air cleaner (truck)     Hydraulic angle change     Quick change brush core     Red ball sight indicators (2)     Storage stands (4)
	Model 2500	Model L'A	Model TMRH
BRUSH HEAD	Driven by two orbital motors  ft. (1.8 m) x 32 in. (81.3 cm) brush with easy-to-replace sections  OHP gas engine power pack	Driven by two orbital motors     8 ft. (2.4 m) x 32 in. (81.3 cm) brush with easy-to-replace sections	Driven by one orbital motor formulation in the fit. (1.8 m) x 30 in. (76.2 cm) sectional brush (poly only) ISHP gas engine power pack
SWING ASSY.	Scissor arm swing allows brush to center at all positions	Half moon welded plate with manual angle change	Half moon welded plate with manual angle change
MOUNT ASSY.	Direct to front bumper mounts	Snowplow mount with cable lift	Snowplow mount with cable lift
OPTIONS	Half moon welded plate with hydraulic angle change	Quick change brush core     Sprinkler system	Sprinkler system     25 gallon (95 L) water tank



- 18-30 HP engines.
- · 3-8 foot brush widths.
- Detachable 120° hoods.
- 30° left/right angling.
- Storage stands.
- · Sprinkler systems.



Distributed By:



Sweeping the World

2800 North Zeeb Road Dexter, Michigan 48130

1-800-456-7100 • (734) 996-9116 fax: (734) 996-9014

e-mail: sweep@sweepster.com www.sweepster.com