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

Request for Quotation

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

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHT TERMS 04/04/2011 BID OPENING DATE: 06/02/2011 BID OPENING TIME 01:30PM CAT QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 765-61 EΑ SRIC SNOWPLOW - PICKUP TRUCK PLOW REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE SRIC SNOWPLOWS - PICKUP TRUCK PLOW PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONEWWV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISON AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT [2]] HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 804-3127 FEIN 55 06/ 8453 ADDRESS CHANGES TO BE NOTED ABOVE

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV**

26201

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DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 04/04/2011 BID OPENING DATE: 06/02/2011 BID OPENING TIME 01:30PM LINE QUANTITY UUP ITEM NUMBER UNITPRICE AMOUNT MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 05/19/2011 AT 10 AM, 2019 WASHINGTON ST. E, CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING, FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND PRE-BID. REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. EXHIBIT 10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS NO. 023-1-D

SRIC SNOWPLOWS – PICKUP TRUCK PLOW WITH OPTIONS OF 7 ½ FOOT, 8 FOOT, OR 8 ½ FOOT PLOW

1.0 PURPOSE

It is the purpose of these specifications to describe a 7 ½ Foot, 8 Foot, or 8 ½ Foot Plow (hereinafter referred to as a "plow" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 30 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

- 5.0 AWARD CRITERIA
- DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications. DOH reserves the right to place multiple orders in any quantity.
- 6.0 SPECIFICATIONS AND GUIDELINES GENERAL
- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

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

to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

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

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

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

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

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

- 7.0 SPECIFICATIONS OF THE QUOTED ITEM ARE AS FOLLOWS:
- 7.1 Moldboard:
- 7.1.1 OPTION #1 Overall width: 7 ½ foot plow to be polyethylene sheet with snow deflector mounted at top
- 7.1.2 OPTION #2 Overall width: 8 foot plow to be polyethylene sheet with snow deflector mounted at top
- 7.1.3 OPTION #3 Overall width: 8 ½ foot plow with snow deflector mounted at top
- 7.1.4 Snow deflector shall be rubber with top reinforcement.
- 7.2 Ribs to be electrically welded to top and bottom angle
- 7.3 Formed steel plow shoes to be provided, height adjustable
- 7.4 Trip springs to be provided on unit and shall have shielded shock absorber for dampening blade trip return
- 7.5 Blade must pivot to follow contour of road
- 7.5.1 Two (2) highly visible vinyl coated spring wound blade guides shall be provided
- 7.6 Plow to angle 30 degrees minimum right and left
- 7.7 Frame and quadrant to be manufacturers heaviest duty available

- 7.8 Lift chains to be high test steel with 2600 lb. working load limit (hydraulic lift will be acceptable)
- 7.9 Lift frame to have provision for out front hydraulics and light kit
- 7.9.1 Two (2) self storing adjustable plow stands to be integrated into the plow attachment mechanism. Stands to have connecting hook and lever with integral lock pin
- 7.9.2 Lift frame to be two (2) piece construction, and lower lift frame must include drive in alignment horns
- 7.10 Plow stands to be provided for storage
- 7.11 Hydraulics to be electric solenoid activated
- 7.12 Blade drop speed to be adjustable
- 7.13 Hydraulics to be controlled by a single lever in cab control with on/off switch and indicator light
- 7.14 Unit to have an isolation module feature to isolate plow control from vehicle's sensitive electronic system
- 7.15 Control to allow a float position when lowered and be able to angle left or right when in float
- 7.16 Unit to be grounded to negative terminal of battery
- 7.17 Hydraulic unit to stay with plow when disconnected from vehicle
- 7.18 Dual beam halogen headlamps plus combination park and turn signals mounted in combination with plow unit
- 7.19 Vehicle specific pre-wired harness to be provided. (Headlamp wire splicing is unacceptable.)
- 7.20 Blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.
- 7.21 Power and control harness to have quick disconnects and covers at grille
- 7.22 Unit to be painted manufacturers standard color
- 7.23 Vendor must certify that unit offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.

7.24 Advertisement: Vendors are permitted to attach a permanent metal plate 4" x 6" maximum size to the unit for identification. All other types of advertising, decals, labels, etc. will interfere with West Virginia Division of Highway's standards and are not permitted.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 023-1-D

SRIC SNOWPLOW – PICKUP TRUCK PLOW WITH OPTION OF 7 ½ FOOT, 8 FOOT, OR 8 ½ FOOT PLOW

NOTE TO BIDDER: Procurement Specification No. 023-1-D, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: 7011EC17		
	Bidder's Name: COLE CHEVROLET CADILLAC INC	<u> </u>	
	Address: RT 460@ RT 598 P.O. BOX 688 BLUEFIELD, WV 24701		
	Telephone Number: 304-327-8116		
	Years Bidder has been registered to do business with the State of West Virginia:	29	YRS
	Years Company has been an authorized dealer for proposed unit:	8	YRS
X3.2	Have you complied with all mandatory specifications? YES N	IO .	
		· Days After urchase Agree	ment
X4.2.2	Delivery date of balance of completed units: 90 Calendar Days	s After Receipt Purchase Ag	
	NOTE: Vendor should type Bidder's Evaluation Report		

www.state.wv.us/admin/purchase

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at

X5.0	AWARD CRITE	ERIA;						
X5.1	Price per unit fo	or 7 ½ Foot Plow	•		-	3948.07	per	unit
	Price per unit f	or 8 Foot Plow:			_	4013.32	per	unit
	Price per unit fe	or 8 ½ Foot Plow	•		_	3914.27	per	unit
				TOT	TAL COST	, , , , , , , , , , , , , , , , , , , 	<u></u>	
X6.0 X6.1	SPECIFICATION Manufacturer, 1	NS - GENERAL nodel, series, and	date of ma	mufacture	of propos	ed unit:		
	7½ Foot	WESTERN 7'6"	Poly Pro	Plow				****
	,							
	8 Foot			•				
•	8 Foot		POLY Pro	Plow .				
	8 Foot 8 ½ Foot	WESTERN 8'0"	POLY Pro	Plow				
	8 Foot	WESTERN 8'0" WESTERN 8'8"	POLY Pro Pro Plow	Plow	ttached to y	øur bid? <u>x</u>	YES	
	8 Foot	WESTERN 8'0" WESTERN 8'8" erature, fully desc	POLY Pro Pro Plow	Plow	ttached to y	øur bid? <u>x</u>	YES	
X6.2	8 Foot	WESTERN 8'0" WESTERN 8'8" erature, fully desc	POLY Pro Pro Plow ribing prope	Plow osed unit a	itached to y	our bid? <u>x</u> ts list be deli	YES _	NO

X6.2 2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPT	TION:		· · · · · · · · · · · · · · · · · · ·	MAK	E:	
M	ODEL:		YEAR:	PURC	CHASE AMOUNT:	
ENGINE:	MAKE:		MODEL:		FUEL TYPE:	
	COOLING SYSTE	M CAPACITY: _				
BELTS:	DESCRIPTION:			PART NUMB	ERS:	
	-					
GVW:						REAR:
TIRES:	FRONT MAKE &	SIZE:				
	REAR MAKE & S.	IZE:				
DIMENSIO	ONS OF UNIT:	LENGTH:		WIDTH:		LENGTH:
VENDOR	CONTACT PERSON	·;			PHONE:	
PARTS:						
DATTEDS	J MAVE.	•	MODEL:		CCA:	
TOP OR S	SIDE POST:		DIMENSIONS	S: LENGTH	WIDTH	HEIGHT
SPARK PI	LUGS OR FUEL INJ	ECTORS MAKE:		PART#		
FUEL PUI	MP OR INJECTION F	UMP MAKE:		MODEL:		
ALTERNA	ATOR MAKE:			PART#:		·
СТАВТЕР)			PART#:		
TURBO C	HARGER MAKE:			PART #:		
TRANS. N	MAKE:	MOD!	EL:		_ AUTO/MANUA	L:
HYDRAU	LIC PUMP MAKE:			MODEL:		L:
FILTERS	MAKE	PART NO.	LUB	RICANT	MANUFACTU	RER TYPE
OIL			ENG	INE		
AIR INNE	ER		TRA	NSMISSION		
AIR OUT	ER		POW	ER STEERING		
FUEL PR	IMARY		HYD	RAULIC		
FUEL SE	ER IMARY CONDARY		DIFF	ERENTIALS		
COOLAN			BRA	KE FLUID		
HYDRAU			COC	LANT		
OTHER			OTH	ER		

X6.3	TRAINING:						
<u></u>	Will training seminar be conducted on Preventive Maintenance, Operator		fechanic Tr	aining			
	Will you conduct training with each purchase order against this open		contract? YES	NO			
	Will training be conducted within 2 working days from the delivery of the purchase order?		unit on the YES				
	If NO, explain time frame						
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		or to the YES	NO			
X6.4	If you are the successful vendor, will you furnish all training aids, i.e. in conducting the training? YESNO	., vide	os, projecto	ors, required			
X6.4. 1	, , , , , , , , , , , , , , , , , , , ,	X	rator proce YES				
X6.5	WARRANTY AND SERVICE POLICY						
	Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications						
	Is warranty literature attached? X	_YES	NO				
	Ts a minimum two (2) year bumper to bumper basic parts and labor and normal wear items included? Describe: EXCEPT NORMAL WEAR ITEMS, SUCH AS CUTTING EDGES AND PLO	_YES	NO				
		,,, <u>DII</u> O	<u></u>				



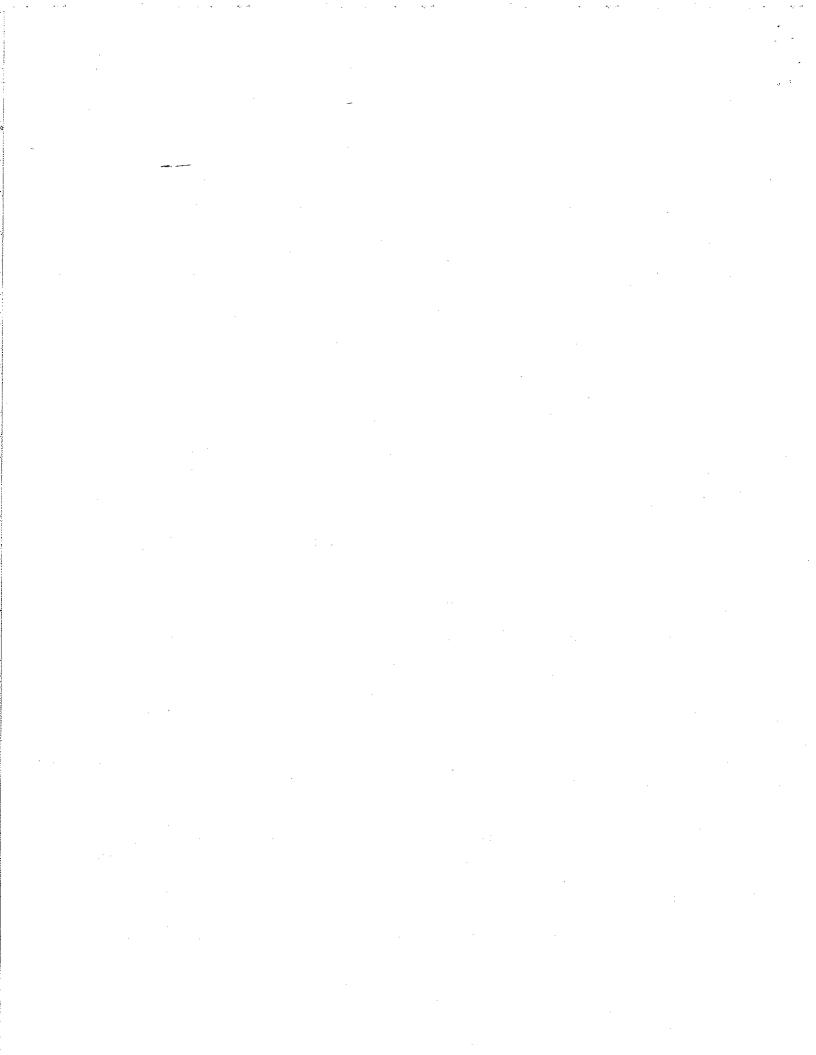
X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

1. Def		ndard warranty. If not offered, so state. (Attach copy) TACHED
	and the state of t	
2. Def	facturer's representative	be performed at DOH facilities and warranty service to be performed at facility. List name and location of manufacturer's representative. ADILLAC INC BLUEFIELD, WV 24701
	CODE CHEVROUS C	ADILIAN INC. DISTILLANDI MARKATANIA
3. Lis	n.	entories that are within the State of West Virginia. Also, list availability levels, if DILLAC INC. PARTS FOR EACH PLOW ARE NORMALLY STOCKED UNDER ITION.
	ring the term of warrant r will sell the parts to ov	y, list the guarantee discount to manufacturer's published list price for parts that wner.
A. B. C.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount
5. Du High		ty, will all manufacturers or engineering improvements be submitted to Division of X YESNO
6. Du	ring the term of warran	ty, list the guaranteed rates charged for repair to the unit.
Å.	Shop Rate	\$ per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ 25.00 per mechanic hour extra; port to port Yes
C.	Mileage Charge (Specify if one-way	\$.50¢ per vehicle mile extra ; port to port Yes
D.	Field Mechanic Rate	\$80.00 per mechanic hour
E.	Specify period of tim	ne that prices are in effect: 2 Years
F.	Surcharge for miscel	laneous items:%

		rree neatheracht	3			
X6.6	EVALUATION COMMIT	TEE REQUIREMENT				
	Is all component specifica Committee bid determinat	tions, product literature, ion?	component mode ls p	rovided for YES	EvaluationNO	
X6.7	Will all parts, equipment specified herein, but whit and conform in strength advertised and provided	ch are necessary to pro , quality of material, an	vide a complete united ad quality of workm al by the unit indust	t, be furnis anship to t	shed with the chose which	he unit
X6.7.1	Are all parts and accessor those which may be dup to be furnished?	ories adequate and regulications of specification	ns herein, and excep	andard to lot these byYES	specificatio	except n are not
X6.7.2	Are all standard safety f	eatures that are requir	ed by Federal and S xYES	tate statut	es of law in	cluded?
X7.0	SPECIFICATIONS OF T The bidder should completunit to the specifications. the basis that such feature discretion as to whether the	ete the following schedul Should the bidder except is not offered by the man the bidder's substitution n	ot a requirement, then unufacturer. The Divineets the requirement	such exce ision will h ts of the sp	ption may b have the sole ecifications.	e only on
	Manufacturer: West	ern Snow Plow	Model: /'8 Poly	<u>y Pro 8'0</u>	" Poly Pro	8'6" Pro Plow
X7.1	Moldboard:					
X7.1.1	OPTION #1 - Will you at top?	ou provide a 7 ½ foot plo	w – polyethylene she _X	eet with sno	ow deflector NO	mounted
X7.1.2	OPTION #2 - Will yo top?	ou provide an 8 foot plov	v – polyethylene shee X	et with snov	w deflector i	mounted at
X7.1.	OPTION #3 - Will yo	ou provide an 8 ½ foot p	low with snow deflec	etor mounte	ed at top?	
X7.1.	4 Will snow deflector	be rubber with top rei	nforcement?	X	YES	_NO
X7.2	Will ribs be electrica	lly welded to top and bo	ttom angle	<u>X</u>	YES	_NO
X7.3	Will formed steel plo	w shoes be provided, he	ight adjustable	<u>X</u>	YES	_NO

¥7.4	Will trip springs be provided on unit and have shielded shock absorbing return	x X	for dampe _YES	ning blade NO
%7.5	Does blade pivot to follow contour of road	X	_YES	NO
X7.5.1	Will two (2) highly visible vinyl coated spring wound blade gui	des bo	provided YES	NO
X7. 6	Plow angle 30 degrees to right and left			
X7.7	Is frame and quadrant manufacturers heaviest duty available	x	_YES	NO
X7.8	Are lift chains high test steel with 2600 lbs. working load limit	_X	_ YES	NO
	Hydraulic lift X YES NO			
X7.9	Does lift frame have provision for out front hydraulics and light kit	<u>X</u>	YES	NO
X7.9.1	Two (2) self storing adjustable plow stands integrated into the plow at	tachm X	ent mecha	nism NO
	Do stands have connecting hook and lever with integral lock pin	_X	_YES	NO
X7.9.2	Is lift frame 2 piece construction and lower lift frames include drive	in al	ignment h	orns NO
X7.10	Will plow stands be provided for storage	X	YES	NO
X7.11	Are hydraulics electric solenoid activated	X	YES	NO
X7.12	Is blade drop speed adjustable	X	YES	NO
X7.13	Are hydraulics controlled by a single lever in cab control with on/off	switch	h and indic YES	ator light NO
X7.14	Does unit have an isolation module feature to isolate plow control from system?	om vel X	nicle's sens YES	itive electronicNO
X7.15	Does control allow a float position when lowered and able to angle le	eft or 1	right when YES	in float NO
X7.16	Is unit grounded to negative terminal of battery	<u>X</u>	YES	NO
X7.17	Does hydraulic unit stay with plow when disconnected from the vehi	icle <u>X</u>	YES _	NO



X7.18	Are there dual beam halogen headlamps plus combination part and tur	n sign	als mounted	l in
	combination with plow unit	<u>X</u>	_ YES	_NO
X7.19	Will a vehicle specific pre-wired harness be provided	_X	YES	_NO
X7.20	Will blade assembly, A-frame, quadrant, and lift frame with hydraulic one step from truck as one complete unit X	unit a YES	and lights be NO	removed in
X7.21	Will power and control harness have quick disconnects and covers at	grillex	YES _	NO
X7.22	Describe propose method of painting: Baked on epoxy primer and	l powe	ler coat pa	aint.
·				
X7.23	Does unit offered meet or exceed "Occupational Safety and Heal	th Act	of 1970	
7 K / • M S	and the same of th	<u>X</u>	YES	NO
X7.24	Does unit conform to the advertising guidelines	_X	YES	NO

Subject: 7-1/2', 8', 8-1/2' and 9' Readily Detachable Snowplow System

A. BLADE ASSEMBLY:

- 1. Moldboard 11 Ga. (.1196) steel sheet formed to a 14-1/2" radius with a 1.76 diameter top curl and 1/4"x 2"x 2" top angle reinforcing.
- 2. Ribs seven 1/4"x 2" formed, electrically welded to sheet, top angle and bottom 3/8"x 2-1/2"x 2-1/2" reinforcing angle.
- 3. Cutting Edge reversible 3/8"x 6" high carbon steel C1080 attached with Grade 8 carriage bolts.
- 4. Disc Shoes two, full rotation, height adjustable, austempered Ductile Iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets shall be welded to vertical ribs.
- 5. 50 degree full blade trip.
- 6. Trip Springs four 2-3/8" OD x .393" diameter C1060 hard drawn stress relieved wire relieved wire preloaded with 5/8" x 6" eyebolts.
- 7. Shock absorber 5" stroke shielded shock absorber to retard extension velocity and dampen blade trip return.
- 8. Blade Trip Pivot three 5/8" diameter Grade 5 steel bolts in reinforced rib holes.
- 9. Blade Guides two highly visible, vinyl coated, spring wound, with replaceable flags.
- 10. Plow Angling 30 degrees right and left.

B. A - FRAME:

- 1. Reinforced, electrically welded 5/16"x 2-1/2"x 2-1/2" structural steel side members with formed top angles and integral attachments for angling rams to receive 3/4" diameter pins.
- 2. Lift Chains Two Grade 43, .25" high test steel with 2600# working load limit. Attached with 3/8" U-bolts.

Rear of a-frame has accommodation for angular movement of tubular structure that
pivots about the center of the a-frame. This allows the blade to follow the contour of
the plowing surface when there are differences in elevation from the driver side to
the passenger side of the plow.

C. QUADRANT:

- 1. Electrically welded, reinforced 3/8"x 2-1/2"x 2" structural steel angle and 3/16"x2"x2" structural steel tube with integral attachments for angling rams to receive 3/4" diameter bolts.
- 2. A-Frame to Quadrant Angle Pivot 3/4" diameter Grade 5 bolt.

D. LIFT FRAME:

- 1. Lift frame to have provision for attachment of out front hydraulics and light kit.
- 2. Lift Arm 1/2" x 2" formed bar welded with a 12 Ga. steel cover.
- 3. Two Plow Stands Self-storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral with a 1/2" lock pin.
- 4. Lift Frame Two piece lift frame with tubular construction. Lower lift frame to include drive in plow alignment horns.

E. MOUNT:

- Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
- It shall be attached to truck with Grade 5 fasteners.
- 3. Vehicle, with mount attached, shall meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.
- 4. Removable receiver brackets for additional ground clearance.

F. PAINT:

 Plow blade shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and red polyester powder coating.

 A-Frame, Quadrant and Lift Frame- shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and black powder coating.

G. HYDRAULICS:

- 1. Electric solenoid activated and detachable with lift.
- 2. A vented front mounted hydraulic unit consisting of a fixed displacement gear pump, with 1750 PSI relief, direct tang driven by a 4-1/2" 12 volt DC motor.
- 3. Filter screen will be immersed in a steel deep drawn reservoir.
- 4. Valve manifold shall contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 4000 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
- 5. One 1-1/2"x 8" lift ram and two 1-1/2"x10" angling rams each with a rod seal, a wiper ring and a gland nut. All of the single acting rams will have a filter screen built into the port end.
- 6. Hydraulic hoses shall be 1/4" steel braided SAE 100R1.
- Hydraulic unit shall be controlled by a single lever in-cab control. Control shall be equipped with an on/off switch and indicator light. Control can be floor or dash mounted.
- 8. In-cab control shall be connected to valve manifold and to the motor through an auxiliary 12 volt relay with harness. Power and control harness to have quick disconnects and covers at the grill.
- Control shall allow plow to be in float when lowered and also be able to angle left or right when in float.
- 10. Unit shall be grounded to negative terminal on vehicle battery.
- 11. Hydraulic fluid shall be MIL5606 equivalent standard transmission fluid (ATF) or aircraft hydraulic oil for low-temperature operation.
- 12. Cycle times: Lift, 2 sec; Angle, 4 sec.
- 13. Hydraulic unit shall stay with plow when plow is disconnected from truck.

H. LIGHT KIT

- Composite dual beam headlamps equipped with an H13 halogen bulb plus combination park and turn signals.
- 2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.
- 3. Plow and vehicle lights automatically selected through relay system.
- 4. Heavy-duty flasher (when required).
- 5. Double stud mounting brackets.
- 6. FMVSS 108 compliance for lights.
- 7. Lights and mounting bracket to stay with plow when disconnected from truck.

I. PLOW REMOVAL:

1. Blade assembly, A-Frame, Quadrant, Lift Frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.

* SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE *

Printed in the U.S.A.
UniMount® is a registered trademark of Douglas Dynamics, L.L.C.



SUBJECT: 7-1/2' and 8' Readily Detachable Snowplow System

A. BLADE ASSEMBLY:

- 1. Moldboard 3/8" polyethylene sheet thermal vacuum formed to a 15-1/4" radius with a 3/8" x 8" rubber snow deflector and 5/16" x 2-1/2" x 2" top angle reinforcement.
- 2. Ribs seven 1/4" x 2-1/2" x 2" angles formed, electrically welded to top angle and bottom formed and welded section.
- 3. Cutting Edge reversible 3/8" x 6" high carbon steel C1080 attached with Grade 8 carriage bolts.
- 4. Disc Shoes two, full rotation, height adjustable, austempered Ductile Iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets shall be welded to vertical ribs.
- 5. 50 degree full blade trip.
- 6. Trip Springs four 2-3/8" OD x .393" diameter C1060 hard drawn stress relieved wire preloaded with 5/8" x 6" eyebolts.
- 7. Shock absorber 5" stroke shielded shock absorber to retard extension velocity and dampen blade trip return.
- 8. Blade Trip Pivot three 5/8" diameter Grade 5 steel bolts in reinforced rib holes.
- 9. Blade Guides two highly visible, vinyl coated, spring wound, with replaceable flags.
- 10. Plow Angling 30 degrees right and left.

B. A - FRAME:

- 1. Reinforced electrically welded 5/16" x 2-1/2" x 2-1/2" structural steel side members with formed top angles and integral attachments for angling rams to receive 3/4" diameter pins.
- 2. Lift Chains Two Grade 43, .25" high-test steel with 2600# working load limit. Attached with 3/8" U-bolts.

3. Rear of a-frame has accommodation for angular movement of tubular structure that pivots about the center of the a-frame. This allows the blade to follow the contour of the plowing surface when there are differences in elevation from the driver side to the passenger side of the plow.

C. QUADRANT:

- 1. Electrically welded, reinforced 3/8"x 2-1/2"x 2" structural steel angle and 3/16"x2"x2" structural steel tube with integral attachments for angling rams to receive 3/4" diameter bolts.
- 2. A-Frame to Quadrant Angle Pivot 3/4" diameter Grade 5 bolt.

D. LIFT FRAME:

- 1. Lift frame to have provision for attachment of out front hydraulics and light kit.
- 2. Lift Arm 1/2" x 2" formed bar welded with a 12 Ga. steel cover.
- 3. Two Plow Stands Self-storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral with a 1/2" lock pin.
- 4. Lift Frame Two piece lift frame with tubular construction. Lower lift frame to include drive in plow alignment horns.

E. MOUNT:

- Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
- It shall be attached to truck with Grade 5 fasteners.
- 3. Vehicle, with mount attached, shall meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.
- 4. Removable receiver brackets for additional ground clearance.

F. PAINT:

 Plow Frame, A-Frame, Quadrant and Lift Frame- shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and black powder coating.

G. HYDRAULICS:

- Electric solenoid activated and detachable with lift.
- 2. A vented front mounted hydraulic unit consisting of a fixed displacement gear pump, with 1750 PSI relief, direct tang driven by a 4-1/2" 12 volt DC motor.
- 3. Filter screen will be immersed in a steel deep drawn reservoir.
- 4. Valve manifold shall contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 4000 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
- 5. One 1-1/2"x 8" lift ram and two 1-1/2"x10" angling rams each with a rod seal, a wiper ring and a gland nut. All of the single acting rams will have a filter screen built into the port end.
- 6. Hydraulic hoses shall be 1/4" steel braided SAE 100R1.
- 7. Hydraulic unit shall be controlled by a single lever in-cab control. Control shall be equipped with an on/off switch and indicator light. Control can be floor or dash mounted.
- In-cab control shall be connected to valve manifold and to the motor through an auxiliary 12 volt relay with harness. Power and control harness to have quick disconnects and covers at the grill.
- Control shall allow plow to be in float when lowered and also be able to angle left or right when in float.
- 10. Unit shall be grounded to negative terminal on vehicle battery.
- 11. Hydraulic fluid shall be MIL5606 equivalent standard transmission fluid (ATF) or aircraft hydraulic oil for low-temperature operation.
- 12. Cycle times: Lift, 2 sec; Angle, 4 sec.
- 13. Hydraulic unit shall stay with plow when plow is disconnected from truck.

H. LIGHT KIT

- Composite dual beam headlamps equipped with an H13 halogen bulb plus combination park and turn signals.
- 2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.
- 3. Plow and vehicle lights automatically selected through relay system.
- 4. Heavy-duty flasher (when required).
- 5. Double stud mounting brackets.
- 6. FMVSS 108 compliance for lights.
- Lights and mounting bracket to stay with plow when disconnected from truck.

I. PLOW REMOVAL:

 Blade assembly, A-Frame, Quadrant, Lift Frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.

* SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE *

Printed in the U.S.A. UltraMount® is a registered trademark of Douglas Dynamics, L.L.C.

POLICY & PROCEDURES.

The following information describes the varianty policy and procedures that must be followed in processing all warranty claims partaining to WESTERN® enemploys and ice control equipment.

This policy is extended only to authorized WESTERN distributors. Mestern Products receive the right at any time to change any small of the policy and procedures or the labor rates. These changes become effective impreciable and till supercode any provious polices rates and till supercode any provious polices rates and till supercode any provious

1.1 Warranty Coverage

Snowplows and Ice Control Equipment

Western Products warrants each WESTERN snowplow or ice control equipment for a period of two (2) years after the date of purchase by the original user, to be free from defects in material and workmanship. Western Products warrants Suburbanite™ snowplows, accessories, service parts and components purchased separately for a period of one (1) year after the date of purchase by the original user, to be free from defects in material and workmanship. The warranty period of a service part that replaced an original part under warranty, will be limited to the remainder of the original part warranty.

To obtain coverage under warranty, the product must be returned to an authorized WESTERN distributor. (See Sections 1.4–1.7.) Those parts may be requested to be returned to Western Products.

If within the warranty periods any part is proven to Western Products' satisfaction to be defective, that part will be repaired, replaced, or credited to the distributor by Western Products, or repaired or replaced for the owner by its distributor. (See Appendixes B, C, D and E for WESTERN Commercial/ Consumer Limited Warranty Sheets.)

The owner of the product must present their proof of purchase to a WESTERN distributor to verify the purchase date.

1.2 Warranty Limitations

The foregoing warranty has limitations and shall not apply to the following:

- A. Repair of parts that are not furnished or approved by Western Products or damage caused by use of such parts.
- B. Parts/components that are transferred from one vehicle to another.
- C: Unauthorized alterations and modifications to the equipment that would cause product failure.
- D. Failures resulting from user subjecting equipment to conditions other than normal use or service.
- E. Failures resulting from operations other than described in the Owner's Manual.
- F. Repairs resulting from improperly installing, servicing, or modifying components, or from not complying with WESTERN Installation Instructions and procedures, Mechanic's Guide, Service Bulletins, or any other literature pertaining to servicing the product.
- G. Standard product maintenance such as but not limited to:
 - retightening fasteners
 - refilling fluids
 - periodical adjustments
 - cleaning/tightening/greasing electrical connections
 - lubrication of pivot points
 - repairs to finish
 - etc.
- H. Wear item parts replaced due to the normal operating conditions such as but not limited to:
 - disc shoes
 - cutting edges
 - base angle
 - blade guides
 - pins
- Parts replaced due to corrosion or contamination caused by improper maintenance or storage of equipment.
- J. Damaged finish due to shipping, handling, storage and/or wear due to use.

Please use this document for technical questions, posing in question	format.
Please refer to the section your question is in reference to.	
Technical Questions for RFQ:	
Vendor Name:	
Questions:	

Rev. 09/08

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ing the date of this certification; or,

deemed by the Tax Commissioner to be confidential.

Date: 6-1-1)

Bidder: Cole Chevrolet Cad, llac Inc

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the

	business continuously in West Virginia for four (4) years immediately preceding the date of this cost industry, or ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. X	working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or ,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	en the standard for 5% resident vendor preference for the reason checked:
5. —	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or.
6	Bidder is a resident vendor who is a veteran of the United States affect of the subject of the vendor's bid and purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
ro a	idder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the equirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty gainst such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency and determine any uppend balance on the contract or purchase order.
E	by submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and By submission of this certificate, Bidder agrees to the Director of Purchasing appropriate information verifying that Bidder has paid

authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information

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

Signed:

Title: Fixed Operations

changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

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

RFQ No.	7011EC17
IN GIVO.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

	· ·
Vendor's Name: COLE CHEVROLET CADILLAC IN	<u>C</u>
Authorized Signature:	Date:6/1/11
State ofWEST_VIRGINIA	
County of MERCER , to-wit:	
Taken, subscribed, and sworn to before me this 01 day of $_{-}$	UNE, 20 11 .
	_, 20 <u>1</u> ,3
AFFIX SEAFHERE OFFICIAL BEAL NOTARY PUBLIC STATE OF WEST VIRGINIA DAVETTE HOYLMAN COLE CHEVROLET CADIELAG GMC P. O. BOX 698, US ROUTE 460 E	PARY PUBLIC Davette, Aglman