



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

Request for Quotation

RFQ NUMBER
706EC009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 04/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/17/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-59		
<p>POWER REVERSIBLE SNOWPLOW</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 10 FOOT OR 11 FOOT STRAIGHT BLADE, WORM GEAR TYPE, POWER REVERSIBLE SNOWPLOW AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 021-2-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, TRAINING ROOM, AT 1:00PM ON 05/4/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR 160.103) and will be disclosing Protected Health Information (45 CFR 160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



State of West Virginia
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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR</p>						

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PAGE
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<p>PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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5

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<p>75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 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 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.</p> <p>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.</p> <p>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</p>						

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PAGE
6

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<p>COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* 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 MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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7

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				AN EXACT DUPLICATE MUST BE SUBMITTED TO: STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230		
				BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID		
				BUYER: 33		
				RFQ. NO.: 706EC009		
				BID OPENING DATE AND TIME		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY): -----		

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***** THIS IS THE END OF RFQ 706EC009 ***** TOTAL:						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 021-2-B

OPEN END CONTRACT
10 FOOT OR 11 FOOT STRAIGHT BLADE, WORM GEAR TYPE
POWER REVERSIBLE SNOWPLOW

1.0 PURPOSE

It is the purpose of these specifications to describe a 10 Foot or 11 Foot Straight Blade, Worm Gear Type Power Reversible Snowplow (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. FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY 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 determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. 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 and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may 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 the first order only to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) calendar 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 shall 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 135 days maximum. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate 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 45 calendar days after the date 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

- 5.1 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.

Prices for the units shall be in quantities of 1-10, 11-20, 21-30, 31-40, 41-50, and 51 and over. However, for evaluation purposes, we will use quantities 1-10. 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, in the bid 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, 2006 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 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.

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.

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 UNIT ARE AS FOLLOWS:

It is the intent of these specifications to describe a 10 foot or 11 foot straight blade, worm gear type, power reversible snowplow capable of discharging snow either to the left or the right. The snowplow is to be a close fitting, simple, reversible snowplow that will be designed to operate as close as possible to the vehicle pushing it, to maintain truck balance within reasonable limits. Key features for acceptability will be a relative light weight compact unit. Lift cable acceptable providing side shifting of cable is not impeded by lift point device.

Vendors are cautioned that a push frame and/or hitch designed without regard to overall distance of truck to front of plow which would jeopardize truck balance may be judged as not conforming to these specifications.

7.1 Moldboard:

7.1.1 The moldboard to be of the straight design with a height of approximately 42 inches. The top of the mold board shall extend a minimum of 12 inches out over the cutting edge. The moldboard shall be fabricated as a one (1) piece structure from an eight (8) gauge hot roll sheet and brake formed to a series of panels.

7.1.2 Overall length:

7.1.2.1 **OPTION BID #1**

Overall length shall be 10 feet.

7.1.2.2 **OPTION BID #2**

Overall length shall be 11 feet

7.1.3 The moldboard to have a minimum of eight (8) full length, one (1) piece 1/2 inch ribs fully welded to the moldboard.

7.1.4 The bottom of the moldboard to have a reinforcement for the cutting edge consisting of a 6 inch x 4 inch x 1/2 inch angle for attaching the cutting edge.

7.1.5 One (1) row of 1/2 inch gussets shall further reinforce the cutting edge.

7.2 Reversing Frame:

7.2.1 The reversing frame to be constructed with outside hinge points on approximate 88 inch centers.

7.2.2 Three (3) hinge connections to the moldboard shall be provided.

- 7.2.3 The front reversing frame tube to be a minimum of 4 inch x 4 inch x 3/8 inch wall square tubing.
- 7.2.4 The reversing frame to be further reinforced with 4 inch x 3 inch x 1/4 inch rectangular structural tubing gusseted at key stress points.
- 7.2.5 The tripping of the moldboard shall be accomplished by two (2) springs loaded adjustable trip arm assemblies attached to the front of reversing frame with one (1) leg of the trip arm assembly attached to the moldboard.
- 7.2.6 Plow reversing shall be accomplished by the worm gear mechanism rather than by hydraulic cylinders. The plow shall have the capability of angling up to 35 degrees either side of center. A plow lock shall be provided by the incorporation of a 105/1 mechanical advantage in gear ratio.
- 7.3 A-Frame:
- 7.3.1 The A-frame to be constructed using 7 inch x 4 inch x 3/8 inch rectangular tubing reinforced with 1/2 inch steel plate
- 7.3.2 The A-frame shall connect to the reversing frame with a 1 15/16 inch diameter steel pin through a 3 1/2 inch O.D. x 3/4 inch wall tube.
- 7.3.3 The one (1) inch gear plate to be bolted to the reversing frame by six (6) 3/4 inch bolts. Attached to the A-frame shall be an adjustable bracket holding the worm, which is fabricated from 5/8 inch 5160 alloy wire.
- 7.3.4 The truck attachment shall be of the quick hitch design and have a swiveling mechanism to permit the plow to follow the contour of the road.
- 7.4 Screw Adjustable Skid Shoes:
- 7.4.1 Two (2) 12 inch diameter mushroom type skid shoes made from abrasion resistant steel to be provided
- 7.4.2 Manufacturer's standard adjusting system shall be included.
- 7.5 Cutting Edge:
- 7.5.1 Cutting edge to be abrasion resistant steel.
- 7.5.2 Dimensions:
- 7.5.2.1 **OPTION BID #1**
- Cutting edge for 10 foot plow to be 8 inch x 1/2 inch x 10 foot and bolted to plow on approximate 12 inch centers.

7.5.2.2 **OPTION BID #2**

Cutting edge for 11 foot plow to be 8 inch x 1/2 inch x 11 foot and bolted to plow on approximate 12 inch centers.

7.5.3 Curb guards to be provided on each end of the cutting edge

7.6 Hitch:

7.6.1 Designed as a universal heavy duty bumper to axle type universally adaptable to any conventional style truck and to accommodate the tilt front end on the carrier.

7.6.2 Hitch shall be manufacturer's quick hitch connection system for easy hook and unhook from plow push frame.

7.6.2.1 Hitch to include a lift system designed at a rated capacity of 8,000 lbs. minimum

7.6.3 Hitch to Bumper Attachment:

7.6.3.1 To be made by bolting approximately 3/8 inch x 3 inch x 7 inch x 41 inch piece of steel angle to the channel bumper

7.6.3.2 Approximately 7 inch flange is vertical on front of the bumper with approximately 3 inch flange resting on top

7.6.3.3 4 inch x 4 inch x 1/2 inch angles must be welded to the vertical plane of the angle to facilitate attachment of the main body to the hitch

7.6.3.4 The axle end of the hitch shall be attached to the front axle by sliding over the axle allowing for no vertical or horizontal movement.

7.6.3.5 The axle end of the hitch shall be constructed out of 4 inch x 3 inch x 1/4 inch rectangular tubing welded and gusseted at key stress points.

7.6.4 The vertical frames shall be constructed of 4 inch x 3 inch x 1/4 inch rectangular tubing with the frame members consisting of 5 inch x 3 inch x 1/2 inch top angle, 6 inch x 4 inch x 1/2 inch bottom angle, and a 4 inch x 4 inch x 3/4 inch cylinder connecting angle.

7.7 Hydraulic Components:

7.7.1 The vendor shall be required to supply all hoses, fittings and connections to make a complete working unit that will be compatible to a DOH truck.

- 7.7.2 One (1) 3 inch double acting lift cylinder with 10 inch stroke clevis pinned top and bottom shall be provided.
- 7.7.3 One (1) hydraulic motor direct coupled to the worm drive shall be included to power the reversing mechanism.
- 7.8 Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.9 Vendor must certify that snowplow offered will comply with the Occupational Safety and Health Act of 1970 and subsequent amendments.
- 7.10 Paint: The entire unit to be painted in accordance with West Virginia Division of Highways requirements as follows:
 - 7.10.1 The entire unit to be sandblasted and thoroughly cleaner, free of rust, grease and scale.
 - 7.10.2 The complete assembly to receive one (1) coat of metal primer.
 - 7.10.3 The front of the plow to be given one (1) undercoat and one (1) finish coat of Federal Yellow (No. 93-6578) DuPont Deluxe equipment enamel or equal quality paint of other manufacturer.
 - 7.10.4 The rear of the plow to be given one (1) undercoat and one (1) finish coat of manufacturer's standard black (flat) equipment enamel.
 - 7.10.5 The push frame and hitch to be given one (1) undercoat and one (1) finish coat of Martin Senour Dark-Red Blue 99N38076 or equal. Complete coverage of the push frame and hitch is mandatory.
- 7.11 Advertising: Manufacturer shall attach a metal plate on the reverse side of the moldboard stating manufacturer, series or model number, size and type of blade (approximately 6 inch to 8 inch square). Date of manufacturer shall also be stamped on plate or moldboard. No large decals or painted advertisement is permitted.
- 7.12 All loose hardware to be in a separate container for each plow and shipped with each plow.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 021-2-B

OPEN END CONTRACT
10 FOOT OR 11 FOOT STRAIGHT BLADE, WORM GEAR TYPE
POWER REVERSIBLE SNOWPLOW

NOTE TO BIDDER: Procurement Specification No. 021-2-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.

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

Reference Requisition No.: _____

Bidder's Name: _____

Address: _____

Telephone Number: _____

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

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: _____ Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: _____ Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

OPTION #1 – 10 Foot

X5.1 Prices for unit in quantities of	1-10	_____ per unit
	11-20	_____ per unit
	21-30	_____ per unit
	31-40	_____ per unit
	41-50	_____ per unit
	51 and over	_____ per unit

OPTION #2 – 11 Foot

Prices for unit in quantities of	1-10	_____ per unit
	11-20	_____ per unit
	21-30	_____ per unit
	31-40	_____ per unit
	41-50	_____ per unit
	51 and over	_____ per unit

X6.0 SPECIFICATIONS - GENERAL

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

Is descriptive literature, fully describing proposed unit attached to your bid? _____ YES _____ NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? _____ YES _____ NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? _____ YES _____ NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished to the Training Academy? YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
 If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

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. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

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

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? _____ YES _____ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ _____ per mechanic hour
- B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ _____ per mechanic hour
- E. Specify period of time that prices are in effect: _____
- F. Surcharge for miscellaneous items: _____ %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Is the snowplow capable of discharging snow either to the left or the right YES NO

Is the plow close fitting, simple, reversible designed to operate as close as possible to the vehicle pushing it, to maintain truck balance within reasonable limits YES NO

Is it a relatively light weight compact unit YES NO Weight: _____

Manufacturer: _____ Model: _____

X7.1 Moldboard:

X7.1.1 Is the moldboard of straight design YES NO Height: _____ inches

Top of moldboard extend _____ inches out over the cutting edge

Is moldboard fabricated as a one (1) piece structure from an eight (8) gauge hot roll sheet and brake formed to a series of panels YES NO

X7.1.2 Overall length:

X7.1.2.1 Option Bid #1 - Is overall length 10 feet YES NO

X7.1.2.2 Option Bid #2 - Is overall length 11 feet YES NO

- X7.1.3 Moldboard has _____ full length, one (1) piece 1/2 inch ribs fully welded to moldboard _____ YES _____ NO
- X7.1.4 Bottom of moldboard has reinforcement for the cutting edge consisting of _____ inch x _____ inch x _____ inch angle for attaching the cutting edge _____ YES _____ NO
- X7.1.5 One (1) row of 1/2 inch further reinforces the cutting edge _____ YES _____ NO
- X7.2 Reversing Frame:
- X7.2.1 The reversing frame is constructed with outside hinge points on _____ inch centers _____ YES _____ NO
- X7.2.2 Are three (3) hinge connections to the moldboard provided _____ YES _____ NO
- X7.2.3 The front reversing frame tube is of _____ inch x _____ inch x _____ inch wall square tubing
- X7.2.4 The reversing frame is further reinforced with _____ inch x _____ inch x _____ inch rectangular structural tubing gusseted at key stress points _____ YES _____ NO
- X7.2.5 The tripping of the moldboard is accomplished by two (2) springs loaded adjustable trip arm assemblies attached to the front of reversing frame with one (1) leg of trip arm assembly attached to moldboard _____ YES _____ NO
- X7.2.6 Plow reversing is accomplished by worm gear mechanism rather than by hydraulic cylinders _____ YES _____ NO
- Plow is capable of angling up to _____ degrees either side of center.
- Is a plow lock provided by the incorporation of a 105/1 mechanical advantage in gear ratio _____ YES _____ NO
- X7.3 A-Frame:
- X7.3.1 The A-frame is constructed using _____ inch x _____ inch x _____ inch rectangular tubing reinforced with 1/2 inch steel plate _____ YES _____ NO
- X7.3.2 Does the A-frame connect to the reversing frame with a 1 15/16 inch diameter steel pin through a 3 1/2 inch O.D. x 3/4 inch wall tube _____ YES _____ NO
- X7.3.3 Is the one (1) inch gear plate bolted to the reversing frame by six (6) 3/4 inch bolts _____ YES _____ NO
- Is an adjustable bracket holding the worm attached to the A-frame fabricated from 5/8 inch 5160 alloy wire _____ YES _____ NO
- X7.3.4 Is the truck attachment of the quick hitch design and has a swiveling mechanism to permit the plow to follow the contour of the road _____ YES _____ NO

X7.4 Screw Adjustable Skid Shoes:

- X7.4.1 Are two (2) 12 inch diameter mushroom type skid shoes made from abrasion resistant steel provided _____ YES _____ NO
- X7.4.2 Is manufacturer's standard adjusting system included _____ YES _____ NO

X7.5 Cutting Edge:

- X7.5.1 Is cutting edge abrasion resistant steel _____ YES _____ NO

X7.5.2 Dimensions:

X7.5.2.1 **OPTION BID #1**

Cutting edge for 10 foot plow _____ inch x _____ inch x _____ foot and bolted to plow on _____ inch centers

X7.5.2.2 **OPTION BID #2**

Cutting edge for 11 foot plow _____ inch x _____ inch x _____ foot and bolted to plow on _____ inch centers

- X7.5.3 Are curb guards provided on each end of the cutting edge _____ YES _____ NO

X7.6 Hitch:

- X7.6.1 Is it designed as a universal heavy duty bumper to axle type universally adaptable to any conventional style truck and accommodates the tilt front end of the carrier _____ YES _____ NO

- X7.6.2 Is hitch manufacturer's quick hitch connection system for easy hook and unhook from plow push Frame _____ YES _____ NO

- X7.6.2.1 Does hitch include a lift system designed at a rated capacity of 8,000 lbs. minimum _____ YES _____ NO

X7.6.3 Hitch to Bumper Attachment:

- X7.6.3.1 It is made by bolting _____ inch x _____ inch x _____ inch x _____ inch piece of steel angle to the channel bumper

- X7.6.3.2 A _____ inch flange is vertical on front of the bumper with _____ inch flange resting on top

- X7.6.3.3 Size of angle welded to the vertical plane of the angle to facilitate attachment of the main body to the hitch: _____ inch x _____ inch x _____ inch angles

- X7.6.3.4 The axle end of the hitch is attached to the front axle by sliding over the axle allowing for no vertical or horizontal movement _____ YES _____ NO

X7.6.3.5 The axle end of the hitch is constructed out of 4 inch x 3 inch x 1/4 inch rectangular tubing welded and gusseted at key stress points YES NO

X7.6.4 Are the vertical frames are constructed of 4 inch x 3 inch x 1/4 inch rectangular tubing with the frame members consisting of 5 inch x 3 inch x 1/2 inch top angle, 6 inch x 4 inch x 1/2 inch bottom angle, and a 4 inch x 4 inch x 3/4 inch cylinder connecting angle YES NO

X7.7 Hydraulic Components:

X7.7.1 Will you supply all hoses, fittings, and connections to make a complete working unit that will be compatible to a DOH truck YES NO

X7.7.2 Will one (1) 3 inch double acting lift cylinder with 10 inch stroke clevis pinned top and bottom be Provided YES NO

X7.7.3 Will one (1) hydraulic motor direct coupled to the worm drive be included to power the reversing mechanism YES NO

X7.8 Features included as standard but not specifically addressed:

X7.9 Does unit comply with OSHA of 1970 and subsequent amendments YES NO

X7.10 Paint:

X7.10.1 – X7.10.5 Describe proposed method of painting:

X7.11 Will unit conform to advertising guidelines YES NO

X7.12 Will all loose hardware be in a separate container for each plow and shipped with each plow YES NO

A F F I D A V I T

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 exceeds 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:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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: _____

Authorized Signature: _____ Date: _____