



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  
**707EC023**

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-77		
<p>HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS 041-1-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 4/26/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON TUESDAY, 4/17/07.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION            ATTENTION JOHN JOHNSTON            2019 WASHINGTON STREET EAST            CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.            E-MAIL: JJOHNSTON@WVADMIN.GOV            FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.

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**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. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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



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<p>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) 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 TH</p>						

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<p>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> <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 RAW 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.</p>						

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<p>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 EFFECTIV 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR 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</p>						

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<p>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 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</p>						

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<p>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 &amp; 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 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</p>						

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DIVISION OF HIGHWAYS  
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<p>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>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			33			
RFQ. NO.:			707EC023			
BID OPENING DATE AND TIME						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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***** THIS IS THE END OF RFQ 707EC023 ***** TOTAL:						_____

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 041-1-B

OPEN END CONTRACT  
HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

1.0 PURPOSE

It is the purpose of these specifications to describe a Hydraulic Driven Broom Sweeper for Truck Mounting (hereinafter referred to as a "sweeper" 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, 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 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 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 vendors 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 60 days. 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 30 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 1-5, 6-10, and 11 and over. However, for evaluation purposes, we will use quantities 1-5. 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, 2007 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 to be shipped direct to Letha Lamb, 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 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 UNIT ARE AS FOLLOWS:

It is the intent of these specifications to describe a hydraulic driven, power angle road broom for mounting on the front of dump trucks utilizing the existing snowplow hitch and hydraulics on the trucks. All parts not specifically mentioned, but necessary in order to provide a complete power broom, shall be furnished by the successful bidder and shall conform in strength, quality of material, and workmanship to what is usually provided to the trade in general. The broom shall be new and of standard production and shall include all of the latest improvements in design and all standard equipment and features plus any options available to meet the listed bid specifications. Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects. Units not conforming to these specifications will be rejected.

### 7.1 HYDRAULIC SYSTEM:

- 7.1.1 The broom shall be powered by the dump truck's snow plow and spreader hydraulic system.
- 7.1.2 The broom motors must be powered by the spreader hydraulics on existing D.O.H. truck.
- 7.1.3 The broom angle cylinders shall be powered by the existing plow angle hydraulics.
- 7.1.4 The broom lift must be accomplished with the existing plow lift cylinder.
- 7.1.5 The brush shall be driven by two (2) hydraulic wheel motors.
- 7.1.6 The motors will drive the brush directly.
- 7.1.7 The brush frame and core not to extend more than six inches wider than the brush.

### 7.2 BRUSH:

- 7.2.1 The broom is to be 96 inches wide and 32 inches in diameter and composed of sectional brushes with 10-inch core diameter.
- 7.2.2 The brush sections to be of polypropylene and steel wire design.
- 7.2.3 The sections are to be of the convoluted and/or segmented type.
- 7.2.4 Brush drive is to slip easily out of the brush core without removing hydraulic lines from the wheel motors. Brush core shall be reversible from end to end to allow for even brush wear.

### 7.3 SWEEPER SUPPORT:

- 7.3.1 The weight of the broom in the sweeping position is to be carried on two (2) 8 x 400/3.75 solid rubber casters with tapered bearings.

### 7.4 MOUNTING FRAME:

- 7.4.1 The mounting frame and linkage must allow the broom to oscillate 10 degrees each way and follow the ground contour without stress on the sweeper or the truck and plow frame.

### 7.5 SWEEPER CONSTRUCTION:

- 7.5.1 The brush frame constructed of heavy 1/4-inch wall seamless tube (minimum), welded plate and angle iron construction.
- 7.5.2 The truck mounting frame to be of heavy plate, angle, channel and structural iron welded construction.
- 7.5.3 A detachable brush hood covering minimum 155 degrees of the broom shall be provided.
- 7.5.4 The swing assembly to be the pivot plate design and welded structural plate, channel iron and angle iron.
- 7.5.5 The swing plate made of one-inch thick structural steel.

### 7.6 ANGLE CHANGE:

- 7.6.1 The broom shall angle a minimum of 30 degrees right and 30 degrees left.
- 7.6.2 The angle change to be through one (1) three inch barrel hydraulic cylinder.

### 7.7 DIRT DEFLECTOR:

- 7.7.1 A flexible rubber dirt deflector 1/8-inch thick by 18 inches high by 96 inches wide shall be attached to the front of the brush hood.
- 7.7.2 Unit shall have sprinkler system consisting of the following:
- 7.7.2.1 Sprinkler head shall be mounted over the rubber dirt deflector
- 7.7.2.2 Sprinkler head to have no less than 7 spray nozzles
- 7.7.2.3 Water Pump – 2.1 GPM @ 35 PSI
- 7.7.2.3.1 Water pump mounting hardware and attaching bolt must be supplied
- 7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler (on/off, etc.)



7.7.2.5 All electrical wiring and connections shall be supplied

7.7.2.6 All hosing and fittings from the water to supply sprinkler head shall be supplied

(NOTE: WATER TANK, SHUT OFF VALVE, SUPPLY HOSE TO WATER PUMP AND FITTINGS WILL BE SUPPLIED BY WEST VIRGINIA DIVISION OF HIGHWAYS)

7.8 STORAGE STANDS:

7.8.1 Unit shall be capable of self support without brush contacting ground surface when stored out of service.

7.8.2 Sight indicators at each end of broom are to be provided.

7.9 BRUSH PATTERN ADJUSTMENT:

7.9.1 The brush pattern can be changed through a positive turnbuckle adjustment.

7.10 QUICK HITCH:

7.10.1 A female quick hitch matching the supplied DOH trucks Valk Quick Hitch Model RV1042 shall be provided.

7.10.2 The female hitch shall be a swivel hitch design.

7.11 MOUNTING: The DOH supplied control valving consists of an adjustable priority type flow control with solenoid activated on-off and associated wiring. (Refer to Broom Hydraulic Circuit Specifications at end)

7.11.1 The vendor shall provide all hoses and fittings required for mounting and making broom fully operable and ready for service on D.O.H. truck provided.

7.11.1.2 Front mounted quick disconnects provided on DOH chassis are of the following type and size:

Broom supply pressure - Parker Series 60 stainless steel nipple #SH6-63

Broom tank return - Parker Series 60 stainless steel coupler #SH6-62

Broom lift - Snap-Tite Series VH#VHC8-8F

Broom rotation right - Snap-Tite Series VH#VHN8-8F8

Broom rotation left - Snap-Tite Series VH#VHC8-8F

7.11.2 The vendor shall mount each broom at their location. Completed units will be scheduled for return to D.O.H. field organizations by D.O.H. representative in coordination with successful vendor.

7.11.3 Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH.

- 7.11.3.1 Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects.
- 7.11.4 Broom circuit operational controlled maximum flow rate will be preset at 20 GPM with an integral pressure relief valve set at 2000 PSI.
- 7.11.4.1 All input flow to this valve in excess of the controlled maximum flow rate will be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI.
- 7.11.4.2 The broom hydraulic drive system will be designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @ 2000 PSI, plus or minus ten percent, with a truck speed of 5 MPH and engine speed of 1500 RPM.
- 7.11.4.3 Any required flow and/or pressure adjustments to the truck mounted central hydraulic system components shall be the responsibility of the successful vendor.
- 7.12 PAINT:
- 7.12.1 Unit shall be painted Manufacturers standard color.
- 7.12.2 The entire unit shall be thoroughly cleaned and free from grease, rust and scale, etched with phosphate acid, primed with epoxy primer, and top coated with polyurethane top coat or powder coated..
- 7.13 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.
- 7.14 Advertising: No visible decals or name plates or painted on names other than Manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of Manufacturer are accepted.

## Broom Hydraulic Circuit Specifications

Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adaptors and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects.

The DOH supplied control valving shall consist of an adjustable priority type flow control with solenoid activated on-off and associated wiring. Broom circuit operational controlled maximum flow rate will be preset at 20 GPM with an integral pressure relief valve set at 2000 PSI. All input flow to this valve in excess of the controlled maximum flow rate will be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI. The broom hydraulic drive system shall be designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @2000 PSI, plus or minus ten percent, with a truck speed of 5 MPH and engine speed of 1500 RPM. Any required flow and/or pressure adjustments to the truck mounted central hydraulic system components shall be the responsibility of the successful vendor.

Refer to 7.11.1.2 for front mounted quick disconnects provided on DOH chassis.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

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

OPEN END CONTRACT  
HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

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

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

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

**NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)**

**X5.0 AWARD CRITERIA;**

X5.1	Prices for broom sweepers in quantities of	1-5	_____	per unit
		6-10	_____	per unit
		11 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 WVD0H.

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 directly to Letha Lamb, Training Academy prior to the delivery of the pilot?  
\_\_\_\_\_ NO \_\_\_\_\_ YES

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

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Describe:  
\_\_\_\_\_  
\_\_\_\_\_

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)

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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.

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

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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.

It is the intent of these specifications to describe a hydraulic driven, power angle road broom for mounting on the front of dump trucks utilizing the existing snowplow hitch and hydraulics on the trucks. All parts not specifically mentioned, but necessary in order to provide a complete power broom, shall be furnished by the successful bidder and shall conform in strength, quality of material, and workmanship to what is usually provided to the trade in general. The broom shall be new and of standard production and shall include all of the latest improvements in design and all standard equipment and features plus any options available to meet the listed bid specifications. Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects. Units not conforming to these specifications will be rejected.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**X7.1 HYDRAULIC SYSTEM:**

**X7.1.1** Will broom be powered by the dump trucks snowplow and spreader hydraulic system? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.1.2** Are broom motors powered by the spreader hydraulics on existing D.O.H. truck? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.1.3** Is broom angle cylinders powered by the existing plow angle hydraulics? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.1.4** Will broom lift accomplished with the existing plow lift cylinder? YES \_\_\_\_\_ NO \_\_\_\_\_

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

**X7.7 DIRT DEFLECTOR:**

X7.7.1 Will flexible rubber dirt deflector be attached to front of brush hood? YES \_\_\_\_\_ NO \_\_\_\_\_  
 \_\_\_\_\_ inches thick by \_\_\_\_\_ inches high by \_\_\_\_\_ inches wide

X7.7.2 Does unit have sprinkler system YES \_\_\_\_\_ NO \_\_\_\_\_

X7.7.2.1 Sprinkler head mounted over the rubber dirt deflector YES \_\_\_\_\_ NO \_\_\_\_\_

X7.7.2.2 Sprinkler head has \_\_\_\_\_ spray nozzles

X7.7.2.3 Water pump \_\_\_\_\_ GPM @ \_\_\_\_\_ PSI

X7.7.2.3.1 Water pump mounting hardware and attaching bolt supplied YES \_\_\_\_\_ NO \_\_\_\_\_

X7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler  
 YES \_\_\_\_\_ NO \_\_\_\_\_

X7.7.2.5 All electrical wiring and connections supplied YES \_\_\_\_\_ NO \_\_\_\_\_

X7.7.2.6 All hosing and fittings from water to supply sprinkler head supplied YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.8 STORAGE STANDS:**

X7.8.1 Is unit capable of self support without brush contacting ground surface when stored out of service?  
 YES \_\_\_\_\_ NO \_\_\_\_\_

X7.8.2 Will sight indicators at each end of broom be provided? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.9 BRUSH PATTERN ADJUSTMENT:**

X7.9.1 Will brush pattern change through a positive turnbuckle adjustment? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.10 QUICK HITCH:**

X7.10.1 Will a female quick hitch matching the supplied DOH trucks Valk Quick Hitch Model  
 RV1042 be provided? YES \_\_\_\_\_ NO \_\_\_\_\_

X7.10.2 Does female hitch have a swivel hitch design? YES \_\_\_\_\_ NO \_\_\_\_\_

**X7.11 MOUNTING:** The DOH supplied control valving consists of an adjustable priority type flow control  
 with solenoid activated on-off and associated wiring.

X7.11.1 Will vendor provide all hoses and fittings required for mounting and making unit fully operable and  
 ready for service on D.O.H. provided truck? YES \_\_\_\_\_ NO \_\_\_\_\_

X7.11.1.2 Front mounted quick disconnects provided on DOH chassis are listed in 7.11.1.2 of specification

- X7.11.2 If successful vendor, will you mount each broom at your location YES \_\_\_\_\_ NO \_\_\_\_\_
- Will you coordinate with DOH representative for scheduling of completed unit to DOH field organizations? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.11.3 Single axle dump trucks intended for broom operation will be pre-equipped with control valving and related hose installation by DOH as stated in 7.11.3 of specifications.
- X7.11.3.1 If successful vendor, will you provide all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.11.4 Is broom circuit operational controlled maximum flow rate preset at 20 GPM with an integral pressure relief valve set @ 2000 PSI? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.11.4.1 Will all input flow to this valve in excess of the controlled maximum flow rate be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.11.4.2 Is the broom hydraulic drive system designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @ 2000 PSI, plus or minus 10% with truck speed of 5 MPH and engine speed of 1500 RPM? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.11.4.3 Will any required flow and/or pressure adjustments to the truck mounted central hydraulic system components be the responsibility of the successful vendor? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.12 PAINT:
- X7.12.1 Will unit be painted manufacturers standard color? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.12.2 Will entire unit be thoroughly cleaned and free from grease, rust and scale, etched with phosphate acid, primed with expoy primer? YES \_\_\_\_\_ NO \_\_\_\_\_
- AND will be top-coated with polyurethane top coat \_\_\_\_\_ or powder coated \_\_\_\_\_
- 7.13 Will unit meet or exceed OSHA requirement? YES \_\_\_\_\_ NO \_\_\_\_\_
- X7.14 Will unit meet advertising requirements as specified? YES \_\_\_\_\_ NO \_\_\_\_\_

**AGREEMENT ADDENDUM**

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

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

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# AFFIDAVIT

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

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

## DEFINITIONS:

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

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

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

## CONFIDENTIALITY:

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