



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
708EC014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

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 04/10/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-87		
	2 WHEEL DIRVE UTILITY TRACTOR					
	OPEN END CONTRACT					
	PROVIDE 2 WHEEL DRIVE UTILITY TRACTOR AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER PER THE ATTACHED SPECIFICATIONS.					
	THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITAL COMPLEX, BUILDING 15, 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305 AT 10:00 AM ON 05/08/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.					
	QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY 05/02/2008					
	SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305					
	QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115					
	IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.					
	EXHIBIT 2					

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 may be deemed null and void, and 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. **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



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
708EC014

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SEPARATE

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
04/10/2008				

BID OPENING DATE: 05/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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) 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>						

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'



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
708EC014

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 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 04/10/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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</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'



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
708EC014

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/10/2008				

BID OPENING DATE: **05/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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. 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>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 EXTEND 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 EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</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'



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
708EC014

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 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
04/10/2008				

BID OPENING DATE: 05/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</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'



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
708EC014

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/10/2008				
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;</p> <p>OR</p> <p>() 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>						

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'



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
708EC014

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/10/2008				
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>						

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'



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
708EC014

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR TO

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
04/10/2008				

BID OPENING DATE: 05/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 708EC014</p> <p>BID OPENING DATE: 05/21/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</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'

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 131-1-H

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

1.0 PURPOSE

It is the purpose of these specifications to describe a 2 Wheel Drive Utility Tractor and Mid Mounted Articulated Hydraulic Powered Boom Mower (hereinafter referred to as "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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section 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 vendor's expense.**

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days after receipt of purchase agreement. 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 60 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

- 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, and 31 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, 2008 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 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 – 2 WHEEL DRIVE UTILITY TRACTOR:
- 7.1 **Tractor dry weight (without ballast):– 10,000 lbs. minimum**
- 7.2 Wheelbase to be approximately 94 inches
- 7.3 Unit to be: 2 wheel drive
- 7.4 Tilt up hood with manufacturers approved prop system
- 7.5 Unit to be equipped with manufacturers lockable side panels
- 7.6. All daily services to be done from ground level
- 7.7 Engine:
 - 7.7.1 Manufacturers water cooled, diesel powered engine
 - 7.7.2 **80 PTO horsepower minimum**
 - 7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer
- 7.8 Engine Lubrication System:
 - 7.8.1 Full pressure lubrication with oil filter and oil by pass system
 - 7.8.2 Engine oil cooler
- 7.9 Engine Cooling System:
 - 7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT (organic acid technology) type extended life antifreeze or equal rated to a -30 degrees F or lower.
 - 7.9.2 Cooling system to be equipped with a coolant recovery tank and sight glass
- 7.10 Air Induction System:
 - 7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve to be provided
 - 7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required

7.11 Exhaust System:

7.11.1 Muffler to be under hood with manufacturers approved vertical exhaust with rain and weather protection

7.12 Electrical System:

7.12.1 Unit electrical system to be manufacturers noise suppression wiring, 12 volts negative ground

7.12.2 Neutral start switch (for safety purposes) shall be provided

7.13 Charging System:

7.13.1 Charging system to be manufacturer heavy duty for model bid

7.14 Engine Fuel System:

7.14.1 Dual stage filtering to be provided

7.14.2 Unit to be provided with a fuel water separator

7.14.3 If fuel tank is exposed, manufacturers skid plate to be provided. **(Manufactured in a manner that shall give the fuel tank maximum protection)**

7.15 Lighting System:

7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch

7.15.2 Four (4) roof mounted work lights; two (2) front and two (2) rear

7.15.3 Fender mounted rear tail lights and turn signals to be shock mounted

7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear (See Diagram #1)

7.15.5 Unit to be provided with console and dome lighting

7.15.6 Unit to have seven (7) terminal out socket to provide lighting for towed equipment

7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard and must meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting.

7.15.8 OSHA approved back up alarm to be provided on unit.

7.16 Unit Instrumentation:

- 7.16.1 Tachometer
- 7.16.2 Speedometer
- 7.16.3 Hourmeter operable from engine operation not key switch
- 7.16.4 Coolant temperature indicator with audible buzzer or warning light
- 7.16.5 Oil pressure indicator with audible buzzer or warning light
- 7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

7.17 Clutch:

- 7.17.1 Wet type, heaviest duty available

7.18 Transmission to be of the following design and arrangement:

- 7.18.1 Power shift design mechanically controlled with left hand reverser.
- 7.18.2 16 forward speeds
- 7.18.3 16 reverse speeds
- 7.18.4 Speed ranges to be 1.5 – 20 MPH
- 7.18.5 Transmission manual shift lever to be console mounted

7.19 Differential to have the following features:

- 7.19.1 Differential to be manufacturers heavy duty
- 7.19.2 Manufacturers differential lock engagement and disengagement capability
- 7.19.3 On the go differential lock engagement and disengagement capability

7.20 Axle:

7.20.1 Front Axle:

- 7.20.1.1 Front axle to be manufacturers heavy duty for use with boom mounted mower
- 7.20.1.2 Front axle 20 degrees oscillation (approximate)

- 7.20.2 Rear Axle:
 - 7.20.2.1 Rear axle to be heavy duty available
- 7.21 Planetary Final Drives:
 - 7.21.1 In board type
- 7.22 Tractor Hydraulic System to be as follows:
 - 7.22.1 Hydraulic system to provide sufficient pressure and flow to operate all tractor functions at peak efficiency
 - 7.22.2 Tractor to have control valves with three (3) detent position and flow
 - 7.22.3 Hydraulic hoses that can be coupled and uncoupled under pressure
- 7.23 Brakes to be as follows:
 - 7.23.1 Recommended manufacturers emergency braking system shall be provided**
 - 7.23.2 Hydraulic actuated service brakes
 - 7.23.3 Must be wet type disk brakes**
 - 7.23.4 Must be self adjusting and equalizing**
- 7.24 Wheels and Tires:
 - 7.24.1 Front tires: 10.00 x 16 - 6 ply F2 tread
 - 7.24.2 Rear tires 18.4 x 30 - 8 ply R1 tread
- 7.25 Three Point Hitch:
 - 7.25.1 Hitch should be electro-hydraulically operated
 - 7.25.2 Hitch must have external switch to control raising and lowering from rear of tractor for safety purposes**
 - 7.25.3 Three point hitch to be a category 2 type
 - 7.25.4 Hitch lift capacity to be approximately 4,630 lbs at 24 inches behind lift point
- 7.26 Cab and Related Accessories:
 - 7.26.1 Cab shall be OSHA approved ROPS**

- 7.26.2 Cab to be insulated and pressurized
- 7.26.3 Cab to be mounted by the manufacturer
- 7.26.4 Cab unit to be equipped with heater, defroster, and air conditioning to be installed by the manufacturer
- 7.26.5 Cab shall have safety glass, tinted at all locations**
- 7.26.6 Cab to have two (2) lockable entry doors keyed alike; one (1) left and one (1) right
- 7.26.7 Seat to be cloth covered type protected with scotchguard (or equal) and equipped with a seat belt
- 7.26.8 Seat to have a height and weight adjustment and swivel left and right 20 degrees (approximate) for easier operation.
- 7.26.9 Seat to be equipped with adjustable arm rests
- 7.26.10 Cab and tractor to be provided with a type of non-skid step (or steps) and hand holds for safety purposes
- 7.26.11 Unit to be equipped with a tilt/telescoping steering wheel
- 7.26.12 Unit to be equipped with a first aid kit mounted inside of cab
- 7.26.13 Tool box to be provided, weather resistant, lockable, and mounted for operator convenience
- 7.26.14 Cab unit to have front and rear windshield wipers and washers
- 7.26.15 Left and right side rear view mirrors and in cab rear view mirror to be provided
- 7.26.16 All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided**
- 7.26.17 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.27 PTO Requirements:
 - 7.27.1 540 PTO R.P.M.
 - 7.27.2 PTO can be engaged and disengaged on the go
- 7.28 Paint:
 - 7.28.1 The tractor is to be painted manufacturers standard color.

8.0 SPECIFICATIONS – MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

8.1 Frame:

8.1.2 Mounting frame shall be full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle.

8.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor to 4 inch x 4 inch mounting rail.

8.1.4 Unit to be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head.

8.2 Hydraulic Reservoir:

8.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.

8.2.2 Tank to have a built-in oil level sight glass and thermometer

8.2.3 Hydraulic filter capable of providing suitable filtration for system

8.2.4 Tank shall be equipped with a shut off valve for closing when changing filter or hoses and for draining of tank

8.2.5 Unit shall be equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions

8.2.6 Hydraulic GPM shall be manufacturers specified to operate all mower functions at maximum efficiency

8.2.7 All circuit hoses to be a minimum of 1 inch four wire braid

8.2.8 All hoses shall be routed through conduit and securely fastened for best brush protection

8.2.9 Deck hoses to be four (4) wire braid fitted with cordura sleeving for brush protection

8.2.10 Mower controls to be a five (5) section valve controlled through a single electronic joystick

8.2.11 Valve shall allow a minimum of four (4) functions simultaneously

- 8.2.12 The swing, lift, and dipper sections to have individual relief valves to give breakaway protection
- 8.2.13 Mower cutter to have a 6 second emergency shut down
- 8.2.14 Mower head motor should take 6 seconds to wind up to full RPM for a “no-shock-load startup”
- 8.2.15 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
- 8.3 Boom Rest:
 - 8.3.1 **A boom rest shall be mounted to mower frame to cradle boom during transport**
 - 8.3.2 Boom rest to take pressure off all cylinders when in transport
 - 8.3.3 When in stow, tractor and mower to be approximately 108 inches with 60 inch rotary and approximately 12 foot high
- 8.4 Safety Cage:
 - 8.4.1 **A safety cage shall be installed on right side and top of operator’s position and a sloping guard or rail over entire hood area**
 - 8.4.2 Cage to be constructed of expanded metal and permanently mounted to tractor
 - 8.4.3 **A lexon safety glass window shall be a part of the safety cage.** This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned.
- 8.5 Boom:
 - 8.5.1 **Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings**
 - 8.5.2 **Pivot pins to be a minimum of 1 ½ inch diameter**
 - 8.5.3 Inner boom to be made of 6 inch x 6 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq. Inch yield strength**
 - 8.5.4 Dipper boom to be made of 5 inch x 5 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq inch yield strength**
 - 8.5.5 **All hinge points shall be T-1 steel reinforcement**
 - 8.5.6 Boom swing from stow position to be approximately 140 degrees forward

- 8.5.7 Boom reach up to be approximately 21 feet
- 8.5.8 Boom reach out to be approximately 21 feet from tractor centerline to outside edge or cutting blade arc
- 8.5.9 Boom reach down to be approximately 12 feet below tractor ground level
- 8.5.10 Boom mower head to be capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane
- 8.6 **Brush Head:**
 - 8.6.1 Cutting width approximately 50 inches
 - 8.6.2 Top deck to be A606 alloy steel or equal
 - 8.6.3 Side skirts a minimum of 3/8 inch steel**
 - 8.6.4 Top deck to be reinforced with channel frame with a reinforced spindle mount plate
 - 8.6.5 Deck to have replaceable full length skid shoes
 - 8.6.6 Spindle bearings to be tapered roller type in a sealed housing
 - 8.6.7 Blades to be a minimum of 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees**
 - 8.6.8 Blade bolts to be minimum 1 1/8 inch x 3 heat treated, Grade 8 shoulder bolt with a Grade 8 heat treated castle nut and roll pin**
 - 8.6.9 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer.
 - 8.6.10 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control
 - 8.6.11 Cutter deck rotation to be approximately 160 degrees
 - 8.6.12 Rear shield to be rubber/fabric material
- 8.7 Complete unit shall be delivered with all manufacturers' safety features intact**
- 8.8 Mower to be manufacturer's standard color
- 8.9 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.

- 8.10 Advertising: Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number, or model number, etc. No large decals or painted advertisement is permitted.
- 8.11 Preventive Maintenance and Operators Orientation/Training:
 - 8.11.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

24

BIDDER'S EVALUATION REPORT

NOTE: PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
Vendor should type Bidder's NO. 131-1-H
Evaluation Report OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

NOTE TO BIDDER: Procurement Specification No. 131-1-H, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: _____

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.

X3.2 Have you complied with all mandatory specifications? _____ YES _____ NO

X4.2 DELIVERY:

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

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

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

- X5.1 Prices for units:
- | | | |
|-------------|-------|----------|
| 1-10 | _____ | per unit |
| 11-20 | _____ | per unit |
| 21-30 | _____ | per unit |
| 31 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 directly to Training Academy prior to the delivery of the pilot? 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

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

Describe:

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.

Manufacturer: _____ Model: _____

X7.1 Tractor dry weight (without ballast): _____ lbs.

X7.2 Wheelbase: _____ inches

X7.3 Is unit 2 wheel drive YES NO

X7.4 Is the hood tilt up with manufacturers approved prop system YES NO

X7.5 Is unit equipped with manufacturers lockable side panels YES NO

X7.6 Can all daily services be done from ground level YES NO

X7.7 Engine:

X7.7.1 Is engine manufacturers water cooled, diesel powered YES NO

Manufacturer: _____ Model: _____

X7.7.2 PTO Horsepower: _____

X7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer YES NO

X7.8 Engine Lubrication System:

X7.8.1 Full pressure lubrication with oil filter and oil by pass system YES NO

X7.8.2 Engine oil cooler YES NO

X7.9 Engine Cooling System:

X7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT type extended life antifreeze or equal rated at of -30 degrees F YES NO

X7.9.2 Is cooling system equipped with a coolant recovery tank and sight glass YES NO

X7.10 Air Induction System:

X7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve YES NO

X7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required YES NO

X7.11 Exhaust System:

X7.11.1 Is muffler under hood with manufacturers approved vertical exhaust with rain and weather protection YES NO

X7.12 Electrical System:

X7.12.1 Is unit electrical system manufacturers noise suppression wiring, 12 volts negative ground YES NO

X7.12.2 Is neutral start switch (for safety purposes) provided YES NO

X7.13 Charging System:

X7.13.1 Is charging system manufacturers heavy duty for model bid _____ YES _____ NO

Manufacturer: _____ Model: _____

X7.14 Engine Fuel System:

X7.14.1 Is dual stage filtering provided _____ YES _____ NO

X7.14.2 Is unit provided with a fuel water separator _____ YES _____ NO

X7.14.3 If fuel tank is exposed, is manufacturers skid plate provided _____ YES _____ NO

Is it manufactured in a manner that shall give the fuel tank maximum protection
 _____ YES _____ NO

X7.15 Lighting System:

X7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch _____ YES _____ NO

X7.15.2 Four (4) roof mounted work lights: two (2) front and two (2) rear _____ YES _____ NO

X7.15.3 Fenders mounted rear tail lights and turn signals shock mounted _____ YES _____ NO

X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear _____ YES _____ NO

X7.15.5 Unit provided with console and dome lighting _____ YES _____ NO

X7.15.6 Unit has seven (7) terminal out socket to provide lighting for towed equipment _____ YES _____ NO

X7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard _____ YES _____ NO

Does it meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting _____ YES _____ NO

Manufacturer: _____ Model: _____

X7.15.8 OSHA approved back up alarm provided on unit YES NO

X7.16 Unit Instrumentation:

X7.16.1 Tachometer YES NO

X7.16.2 Speedometer YES NO

X7.16.3 Hourmeter operable from engine operation not key switch YES NO

X7.16.4 Coolant temperature indicator with audible buzzer or warning light
 YES NO

X7.16.5 Oil pressure indicator with audible buzzer or warning light YES NO

X7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded
 YES NO

X7.17 Clutch:

X7.17.1 Wet type, manufacturers heaviest duty available YES NO

Manufacturer and Model: _____

X7.18 Transmission of the following design and arrangement:

X7.18.1 Power shift design mechanically controlled with left hand reverser
 YES NO

X7.18.2 16 forward speeds YES NO

X7.18.3 16 reverse speeds YES NO

X7.18.4 Speed ranges 1.5 – 20 MPH YES NO

X7.18.5 Transmission manual shift lever is console mounted YES NO

X7.19 Differential has the following features:

X7.19.1 Differential manufacturers heavy duty YES NO

X7.19.2 Manufacturers differential lock engagement and disengagement capability
 YES NO

X7.19.3 On-the-go differential lock engagement and disengagement capability
 YES NO

X7.20 Axle:

X7.20.1 Front Axle:

X7.20.1.1 Front axle manufacturers heavy duty for use with boom mounted mower _____ YES _____ NO

X7.20.1.2 Front axle _____ degree oscillation

X7.20.2 Rear Axle:

X7.20.2.1 Rear axle heavy duty available _____ YES _____ NO

X7.21 Planetary Final Drives:

X7.21.1 In board type _____ YES _____ NO

X7.22 Tractor Hydraulic System:

X7.22.1 Hydraulic system provides sufficient pressure and flow to operate all tractor functions at peak efficiency _____ YES _____ NO

Pressure and flow: _____

X7.22.2 Tractor has control valves with three (3) detent position and flow _____ YES _____ NO

X7.22.3 Hydraulic hoses can be coupled and uncoupled under pressure _____ YES _____ NO

X7.23 Brakes:

X7.23.1 Recommended manufacturers emergency braking system provided _____ YES _____ NO

Manufacturer and Model: _____

X7.23.2 Hydraulic actuated service brakes _____ YES _____ NO

X7.23.3 Wet type disc brakes _____ YES _____ NO

X7.23.4 Self adjusting and equalizing _____ YES _____ NO

X7.24 Wheels and Tires:

X7.24.1 Front Tires: _____

X7.24.2 Rear Tires: _____

X7.25 Three Point Hitch:

- X7.25.1 Hitch electro-hydraulically operated _____ YES _____ NO
- X7.25.2 Hitch has external switch to control raising and lowering from rear of tractor for safety purposes** _____ YES _____ NO
- X7.25.3 Three point hitch is a category 2 type _____ YES _____ NO
- X7.25.4 Hitch lift capacity _____ lbs. at _____ inches behind lift point

X7.26 Cab and Related Accessories:

- X7.26.1 Cab has OSHA approved ROPS** _____ YES _____ NO
- X7.26.2 Cab is insulated and pressurized _____ YES _____ NO
- X7.26.3 Cab mounted by the manufacturer _____ YES _____ NO
- X7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer _____ YES _____ NO
- X7.26.5 Cab has safety glass, tinted at all locations** _____ YES _____ NO
- X7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right _____ YES _____ NO
- X7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt _____ YES _____ NO
- X7.26.8 Seat has a height and weight adjustment and swivel left and right _____ degrees for easier operation _____ YES _____ NO
- X7.26.9 Seat equipped with adjustable arm rests _____ YES _____ NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes _____ YES _____ NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel _____ YES _____ NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab _____ YES _____ NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience _____ YES _____ NO
- X7.26.14 Cab unit has front and rear windshield wipers and washers _____ YES _____ NO

X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided _____ YES _____ NO

X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided _____ YES _____ NO

X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact _____ YES _____ NO

X7.27 PTO:

X7.27.1 PTO RPM: _____

X7.27.2 PTO can be engaged and disengaged on-the-go _____ YES _____ NO

X7.28 Paint:

X7.28.1 Tractor is painted manufacturers standard color _____ YES _____ NO

X8.0 SPECIFICATIONS OF MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

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.

Manufacturer: _____ Model: _____

X8.1 Frame:

X8.1.2 Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle _____ YES _____ NO

X7.1.3 Main frame of _____ inch x _____ inch x _____ inch steel tubing bracing frame with _____ inch x _____ inch x _____ inch steel tubing main structure mounted over hood of tractor of _____ inch x _____ inch mounting rail

X8.1.4 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head _____ YES _____ NO

X8.2 Hydraulic Reservoir:

- X8.2.1 Is manufacturer's properly sized hydraulic oil reservoir capable of operating all mower functions including forward, aft, up, down, and rotary head
_____ YES _____ NO
- X8.2.2 Tank has a built in oil level sight glass and thermometer _____ YES _____ NO
- X8.2.3 Is hydraulic filter capable of providing suitable filtration for system
_____ YES _____ NO
- X8.2.4 Tank equipped with a shut off valve for closing when changing filter or hoses and for draining of tank** _____ YES _____ NO
- X8.2.5 Unit equipped with front piston type pump to run mower head and piggy pump shall be gear ___ or piston ___ pump to run all other mower functions**
_____ YES _____ NO
- X8.2.6 Hydraulic GPM manufacturers specified to operate all mower functions at maximum efficiency** _____ YES _____ NO
- X8.2.7 Circuit hoses of _____ inch four wire braid**
- X8.2.8 Are all hoses routed through conduit and securely fastened for best brush protection** _____ YES _____ NO
- X8.2.9 Deck hoses are four wire braid fitted with cordura sleeving for brush protection
_____ YES _____ NO
- X8.2.10 Mower controls are five (5) section valve controlled through a single electronic joystick
_____ YES _____ NO
- X8.2.11 Valve allows a minimum of _____ functions simultaneously**
- X8.2.12 The swing, lift, and dipper sections have individual relief valves to give breakaway protection
_____ YES _____ NO
- X8.2.13 Mower cutter has a 6 second emergency shutdown _____ YES _____ NO
- X8.2.14 Mower head motor takes 6 seconds to wind up to full RPM for a "no-shock-load startup"
_____ YES _____ NO
- X8.2.15 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
_____ YES _____ NO

X8.3 Boom Rest:

X8.3.1 A boom rest is mounted to mower frame to cradle boom during transport _____ YES _____ NO

X8.3.2 Boom rest takes pressure off all cylinders when in transport _____ YES _____ NO

X8.3.3 When in stow, tractor and mower are _____ inches with _____ inch rotary and _____ feet high

X8.4 Safety Cage:

X8.4.1 Is a safety cage installed on right side and top of operator's position _____ YES _____ NO

Also a sloping brush shield over entire hood area _____ YES _____ NO

X8.4.2 Cage is constructed of expanded metal and permanently mounted to tractor _____ YES _____ NO

X8.4.3 Is a lexon safety glass window part of the safety cage _____ YES _____ NO

Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned _____ YES _____ NO

X8.5 Boom:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable bronze bearings _____ YES _____ NO

X8.5.2 Pivot pins _____ inch diameter

X8.5.3 Inner boom made of _____ inch x _____ inch x _____ inch steel tubing

_____ lb/sq inch yield strength

X8.5.4 Dipper boom made of _____ inch x _____ inch x _____ inch steel tubing

_____ lb/sq inch yield strength

X8.5.5 All hinge points are T-1 steel reinforcement _____ YES _____ NO

X8.5.6 Boom swing from stow position _____ degrees forward

- X8.5.7 Boom reach up _____ feet
- X8.5.8 Boom reach out _____ feet from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down _____ feet below tractor ground level
- X8.5.10 Boom mower head capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane _____ YES _____ NO
- X8.6 Brush Head:
- X8.6.1 Cutting width _____ inches
- X8.6.2 Top deck _____
- X8.6.3 Side skirts _____ inch steel**
- X8.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate _____ YES _____ NO
- X8.6.5 Deck has replaceable full length skid shoes _____ YES _____ NO
- X8.6.6 Spindle bearings tapered roller type in a sealed housing _____ YES _____ NO
- X8.6.7 Blades _____ inch wide x _____ inch thick double edge tempered steel and full swing 360 degrees _____ YES _____ NO**
- X8.6.8 Blade bolts _____ inch x _____ heat treated, grade _____ shoulder bolt with a Grade _____ castle nut and roll pin _____ YES _____ NO**
- X8.6.9 Motor cast steel and sized to match the hydraulic pump proposed by the mower manufacturer _____ YES _____ NO
- X8.6.10 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control _____ YES _____ NO
- X8.6.11 Cutter deck rotation _____ degrees
- X8.6.13 Rear shield rubber/fabric material _____ YES _____ NO
- X8.7 Complete unit shall be delivered with all manufacturers safety features intact _____ YES _____ NO**
- X8.8 Mower is manufacturers standard color _____ YES _____ NO
- X8.9 Does the proposed unit meet 'OSHA of 1970" requirements _____ YES _____ NO

X8.10 Does advertising meet specifications _____ YES _____ NO

X8.11 Preventive Maintenance and Operators Orientation/Training

X8.11.1 Will a preventive maintenance and operator's training seminar be provided as requested? _____ YES _____ NO

Will manuals, booklets, etc, explaining preventive maintenance, operator procedures, and service schedule be delivered with the unit _____ YES _____ NO

If NO, explain _____

Will you furnish all training aids _____ YES _____ NO

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____