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

#### Request for Quotation

709EC007

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2402

SH-P ⊤O

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

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

#### **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.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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

DATE PRINTED TERMS OF SALE: SHIP VIA **FREIGHTTERMS** FOB 10/21/2008 **BID OPENING DATE:** 11/19/2008 BID OPENING TIME 01:30PM CAT. INF QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT 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 THE "REASONABLE TIME" PERIOD SHALL DRIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS TREASONABL TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL RENEWAL: WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. 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 IMME-DIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES CINCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

### PROCUREMENT SPECIFICATIONS NO. 040-1-I

#### TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

#### 1.0 PURPOSE

It is the purpose of these specifications to describe a Two-Way Towed Hydraulic Driven Road Sweeper (Pull Type Broom) (hereinafter referred to as 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, 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 60 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 45 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, 11-25, and 26 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.

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 excluding abuse and normal wear items is required for this unit.

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

#### 6.6 EVALUATION COMMITTEE REQUIREMENTS

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

#### 6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

#### 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The units furnished under this specification shall be of the latest improved model in current production as offered to commercial trade and shall be of good quality as to workmanship and material used. This bid represents that all the equipment offered in this advertisement shall be new.

This unit will be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be included. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry. Any variation from these specifications must be indicated on the bid or on a separate attachment to the bid. This sheet must be labeled as such.

#### 7.1 Brush Drive:

- 7.1.1 The brush will be driven by the hydraulic system from the towing vehicle
- 7.1.2 The brush drive to consist of hydraulic motor/motors mounted directly to the broom core
- 7.1.3 All hoses and fittings to connect hydraulics to towing vehicle to be provided. Successful bidder may consult WVDOH for kind and sizes.
- 7.2 Rear Axle:
- 7.2.1 To be CRS stress proof 1 ¾ inch carbon steel minimum
- 7.3. Frame:
- 7.3.1 To be rigid welded construction of heavy duty 4 inch tubular backbone and rectangular tube and plate rear frame
- 7.3.2 Brush frame comprised of heavy 3 ½ inch OD x .30 inch wall tubular cross member
- 7.4 Brush:
- 7.4.1 Should be 32 inch (.8m) x 84 inch (2.44 m) width segmented wafer or steel core
- 7.4.2 The brush core to be steel and to be reversible to obtain even wear
- 7.4.3 The type of wafer filler to be ½ poly ½ wire bristles
- 7.4.4 The brushes to be covered its entire length with a curved metal 16 gauge hood with semi-closed ends. To be so mounted to raise and lower with the brush. The hood to cover approximately 155 degrees.
- 7.4.5 Broom Support:
- 7.4.5.1 To be controlled by an adjustable heavy duty spring with a chain attached and positioned in a notched holder.
- 7.4.6 A rubber drape to be mounted in front of the brush to deflect debris and protect towing vehicle

- 7.5 Brush Lift and Swing:
- 7.5.1 To be accomplished by using towing vehicle hydraulic system. Should have 30 degree sweeping angle left/right
- 7.6 Brush Speed:
- 7.6.1 Brush speed is controlled by towing vehicle and will vary from 10 RPM to 150 RPM
- 7.7 Wheels and Tires:
- 7.7.1 Quantity: 3
- 7.7.2 To be pressed steel wheels with 15 inch 8 ply tires
- 7.7.3 Hubs to have a high speed tapered precision automotive type roller bearing
- 7.8 Towing Pole:
- 7.8.1 To be of heavy tubing 2 ½ inch x 3 inch x 60 inch. Available with a 3 inch pintle Hitch
- 7.9 Transport:
- 7.9.1 To be capable of being towed at highway speeds, without swaying, from job to job for cost effective transporting and efficiency
- 7.10 Safety Features:
- 7.10.1 Shall be equipped with a lighting package to include strobe light, stop lights, tail lights, turn signals, license plate light and holder to meet Motor Vehicle safety standard
- 7.10.2 7 way connection plug (male) for towing vehicle. Pollak P11-702 or equal
- 7.10.3 Fenders: Fenders for the two (2) rear wheels
- 7.10.4 Shall be equipped with safety chains, properly affixed to withstand and bring unit under control in the event of a detachment.
- 7.11 Dimensions (approximate)
- 7.11.1 Length: 159 inches
- 7.11.2 Height: 51 inches
- 7.11.3 Width: 101 inches
- 7.11.4 Net Weight: 1590 lbs.

- 7.12 Unit shall have adjustable hitch jack for easy hook and unhook to tow vehicle as well as storage
- 7.13 Other Standard Features:

Bidder shall describe all other standard features which are being offered and not addressed by the specification.

- 7.14 Paint:
- 7.14.1 The unit to be painted manufacturers standard color
- 7.14.2 The procedure used by the manufacturer in cleaning, degreasing, priming, and painting are sufficient to meet these requirements.
- 7.15 Vendor must certify that sweeper 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.
- 7.16 Advertising: Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number or model number, etc. No large decals or painted advertisement are permitted.

# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

#### BIDDER'S EVALUATION REPORT

### PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 040-1-I

#### TWO-WAY TOWED HYDRAULIC DRIVEN ROAD SWEEPER (PULL TYPE BROOM)

NOTE TO BIDDER: Procurement Specification No. 040-1-I, 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	
	DELIVERY:  Delivery date of completed representative unit:	Calendar Days After Receipt of Purchase Agree	ement
X4.2.2	Delivery date of balance of completed units:	Calendar Days After Receipt Purchase Ag	

Bidder's Evaluation Report available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

	Will the required Equipment Prevention Report) be provided upon inspection of	ve Maintenance Form (Section X f the pilot unit?	6.2 of Bidders YES	
X6.2	Will the required number of service m Equipment Division at Buckhannon up	oon completion of delivery of tota	e delivered to tal al units? YES	
	If not, why?			
	Is descriptive literature, fully describing	·		NO
X6.0 <b>X6.1</b>	SPECIFICATIONS - GENERAL  Manufacturer, model, series, and date	of manufacture of proposed unit	<b>:</b>	
		26 and over	per	unit
		11-25	per	unit
X5.1	Prices for units:	1-10	per	unit
X5.0	AWARD CRITERIA;			

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:			
ENGINE:	MAKE:		MODEL:		FUEL TYPE:	
	HORSEPOWER: _		CYLINDER: _	EN	IGINE SERIAL:	
	COOLING SYSTE					
BELTS:	DESCRIPTION:			PART NUM		
GVW·				•		REAR:
	FRONT MAKE &					REPAR.
ritas.						
DINGENICIA	REAR MAKE & S					
						LENGTH:
VENDOR (	CONTACT PERSON	*			PHONE:	
PARTS:						
BATTERY	MAKE:		MODEL:		CCA.	
TOP OR SI	DE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT
SPARK PL	UGS OR FUEL INJE	CTORS MAKE:		PART #		
FUEL FUN	IP OR INJECTION P	UMP MAKE:		MODEL:		
ALTERNA	TOR MAKE:			PART #:		
SIAKILK	MAKE:			PART #:		
TURBO CI	IARGER MAKE:			PART #:	***************************************	
TRANS. M	AKE:	MODE	EL:		AUTO/MANUA	L:
HYDRAUL	IC PUMP MAKE: _	***************************************		MODEL:		
FILTERS	MAKE	PART NO.	LUBR	ICANT	MANUFACTU	JRER TYPE
OIL			ENGI	VΕ		
AIR INNER			TRANSMISSION			
AIR OUTER						
FUEL PRIMARY FUEL SECONDARY		HYDRAULIC				
FUEL SEC	ONDARY		DIFFE	RENTIALS		
COOLANT		DIFFERENTIALS  BRAKE FLUID  COOL ANT				
HYDRAULIC		COOLANT				
OTHER			OTHER			

X6.3	TRAINING:					
	Will training seminar be conducted on Preventive Maintenance, Operator		echanic Tr	raining		
٠	Will you conduct training with each purchase order against this open		ontract? _YES	NO		
	Will training be conducted within 2 working days from the delivery of the purchase order?	-	unit on the YES			
	If NO, explain time frame			·····		
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		r to the _YES	NO		
X6.4	If you are the successful vendor, will you furnish all training aids, i.e. in conducting the training? YESNO	, video	s, projecto	ors, required		
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit?  If NO, explain		ator proce YES			
X6.5	WARRANTY AND SERVICE POLICY					
	Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications YESNO					
	Is warranty literature attached?	YES_	NO			
	Is a minimum two (2) year bumper to bumper basic parts and labor vand normal wear items included?  Describe:		ity exclud	ing abuse		

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

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

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)					
***************************************					
2. D	efine warranty service to ufacturer's representative	be performed a facility. List r	t DOH facilities and warranty name and location of manufac	service to be performed at turer's representative.	
3. Li		ntories that are	within the State of West Virg	ginia. Also, list availability levels, if	
	uring the term of warranty er will sell the parts to ow		ntee discount to manufacturer	's published list price for parts that	
A. B. C.	Terms: Net 60	Manufacturer's	s published list price less:s published list price less:s published list price less:	% discount	
	uring the term of warranty	, will all manu	facturers or engineering impr	ovements be submitted to Division ofNO	
6. D	uring the term of warranty	, list the guara	nteed rates charged for repair	to the unit.	
A.	Shop Rate	\$	per mechanic hour		
В.	Travel Time Charge (Specify if one-way)		per mechanic hour ; port to port	<b></b> -	
C.	Mileage Charge (Specify if one-way	\$	per vehicle mile ; port to port	<b></b>	
D.	Field Mechanic Rate	\$	per mechanic hour		
E.	Specify period of time that prices are in effect:				
F.	Surcharge for miscella	neous items:	%		

X0.0	EVALUATION COMMITTEE REQUIREMENTS			
	Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YESNO			
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?			
	YESNO			
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?  YESNO			
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included? YESNO			
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	Brush Drive:			
X7.1.1	Is the brush driven by the hydraulic system from the towing vehicle? YES NO			
X7.1.2	Does the brush drive consist of hydraulic motor/motors mounted directly to the broom core?YESNO			
X7.1.3	Are all hoses and fittings to connect hydraulics to towing vehicle provided?  YESNO			
X7.2	Rear Axle:			
X7.2.1	Is the rear axle CRS stress proof 1 3/4" carbon steel minimum? YESNO			
X7.3	Frame:			
X7.3.1	Is the frame of rigid welded construction heavy duty 4 inch tubular backbone and rectangular tube and plate rear frameYESNO			
X7.3.2	Is the brush frame comprised of heavy 3 ½ inch OD x .30 inch wall tubular cross member YESNO			

	ush:			
X7.4.1	Is the brush 32inch (0.8 m) by 84 inch (2.44 m) width segmented waf			
		·	_YES	_NO
X7.4.2	Is the brush core steel and reversible to obtain even wear?	*****	_YES	NO
X7.4.3	Are the wafer fillers 1/2 poly, 1/2 wire bristles?		YES	NO
X7.4.4	Are the brushes covered entire length with a curved metal 16 gauge homounted as to raise and lower with the brush?			
	Does this hood cover approximately 155°		_ YES _YES	NO
X7.4.4	Is the broom support controlled by an adjustable heavy duty spring with positioned in a notched holder?		ain attache	d and
X7.4.5	Broom Support:			
X7.4.5.1	Is it controlled by an adjustable heavy duty spring with a chain att notched holder		nd position YES	
X7.4.6	Is a rubber drape mounted in front of the brush to deflect debris and p		owing vehi NO	cle?
X7.5 Br	ush Lift and Swing:	_ 1100	110	
X7.5.1	Is it accomplished by using towing vehicle hydraulics	YES	NO	
	Will the unit have 30 degree sweeping angle left/right	YES_	NO	
X7.6 Br	ush Speed:			
X7.6.1	Is brush speed controlled by towing vehicle?		YES	_NO
	Brush speed RPM TO RPM			
X7.7 WI	neels and Tires:			
X7.7.1	Quantity:			
X7.7.2	Pressed steel wheels with 15 inch 8 ply tires		YES	NO
X7.7.3	Do the hubs have a high speed tapered precision automotive type rolle		ig? NO	
X7.8 To	wing Pole:			
X7.8.1	Is the towing pole constructed of heavy tubing approximately 2 ½ inch pintle hitch?	1 x 3 inc YES	ch x 60incl NO	with a

X7.9 T	ransport:		
X7.9.1	Is the unit capable of being towed at highway speeds, without effective transporting and efficiently?		
X7.10 S	afety Features:		
X7.10.1	Is the unit equipped with a lighting package to include stro signals, license plate light and holder to meet motor vehicle		?
X7.10.2	7-way connection plug (male) for towing provided?	YES	NO
	Make and Part No.		
X7.10.3	Is the unit provided with fenders for the two (2) rear wheels?	YES	NO
X7.10.4	Does the unit have safety chains properly affixed to withstarthe event of a detachment?	nd and bring uni YES	
X7.11 D	imensions:		
X7.11.1	Overall length: inches		
X7.11.2	Overall height:inches		
X7.11.3	Overall width: inches		
X7.11.4	Net weight:lbs.		
X7.12 D	oes unit have adjustable hitch jack for easy hook and unhook	to tow vehicle a	
X7.13 Ot	ther standard features		
L	ist other standard features offered but not addressed above:		
			_
			_
******			<del>_</del>

aint:		
Manufacturers standard color	YES	_NO
Describe proposed method of painting the unit:		
		<del></del>
		<del>***</del>
oes the proposed unit meet or exceed the OSHA of 1970 : —	and/or subsequent ch YES NO	anges?
oes the unit conform to the advertising guidelines?	YES	_NO
	Manufacturers standard color  Describe proposed method of painting the unit:	Manufacturers standard colorYES  Describe proposed method of painting the unit:  Does the proposed unit meet or exceed the OSHA of 1970 and/or subsequent chemosed with the color of the proposed unit meet or exceed the OSHA of 1970 and/or subsequent chemosed unit meet or exceed the OSHA of 1970 and/or sub

RFQ NO. 709ECO07

#### **VENDOR PREFERENCE CERTIFICATE**

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

Date:	Tie	le:
Bidder	r:Si	gned:
and ac	r penalty of law for false swearing (West Virginia Coc ccurate in all respects; and that if a contract is issu ges during the term of the contract, Bidder will notif	le, §61-5-3), Bidder hereby certifies that this certificate is true ed to Bidder and if anything contained within this certificate y the Purchasing Division in writing immediately.
authoria the req deeme	izes the Department of Revenue to disclose to the Director quired business taxes, provided that such information do ed by the Tax Commissioner to be confidential.	reasonably requested information to the Purchasing Division and of Purchasing appropriate information verifying that Bidder has paid es not contain the amounts of taxes paid nor any other information
require against or dedu	ements for such preference, the Secretary may order the st such Bidder in an amount not to exceed 5% of the bid a fucted from any unpaid balance on the contract or purcha	
6.	purposes of producing or distributing the commodities of continuously over the entire term of the project, on av-	ference who is a veteran for the reason checked: ted States armed forces, the reserves or the National Guard, if, for or completing the project which is the subject of the vendor's bid and erage at least seventy-five percent of the vendor's employees are the continuously for the two immediately preceding years.
5.	and has resided in West Virginia continuously for the submitted; <b>or</b> ,	of the United States armed forces, the reserves or the National Guard e four years immediately preceding the date on which the bid is
4.	·	ns (1) and (2) or subdivision (1) and (3) as stated above; or,
3.	affiliate or subsidiary which maintains its headquarter minimum of one hundred state residents who certifies	of one hundred state residents or is a nonresident vendor with an is or principal place of business within West Virginia employing a that, during the life of the contract, on average at least 75% of the eyees are residents of West Virginia who have resided in the state
2.	working on the project being bid are residents of West \ immediately preceding submission of this bid; <b>or</b> ,	the life of the contract, on average at least 75% of the employees /irginia who have resided in the state continuously for the two years
	Bidder is a nonresident vendor which has an affiliate or s	subsidiary which employs a minimum of one hundred state residents place of business within West Virginia continuously for the four (4) on; <b>or,</b>
1.	ing the date of this certification; <b>or</b> ,  Bidder is a partnership, association or corporation reside business continuously in West Virginia for four (4) year ownership interest of Bidder is held by another individual.	continuously in West Virginia for four (4) years immediately precedent vendor and has maintained its headquarters or principal place of s immediately preceding the date of this certification; or 80% of the al, partnership, association or corporation resident vendor who has ness continuously in West Virginia for four (4) years immediately

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

### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

#### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

#### 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 <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> 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 is in compliance with the requirements as stated.

Vendor's Name:	
Authorized Signature:	Date:

Purchasing Affidavit (Revised 07/01/08)