



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
7011EC01

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

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
12/10/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-50		
4 WHEEL DRIVE, RUBBER TIERED ENDLOADER						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE FOUR WHEEL DRIVE, RUBBER TIERED, ENLOADER, PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 01/06/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 01/13/2011 AT 10 AM, 2019 WASHINGTON ST. E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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



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DATE PRINTED 12/10/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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>						

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ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
..... SIGNATURE						
..... COMPANY						
..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

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<p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) 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</p>						

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>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</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011EC01</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR RECORD

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 01/27/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ 7011EC01 ***** TOTAL:						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 353-1-S

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Wheel Drive, Rubber Tired, Endloader (hereinafter referred to as a "endloader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may 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 185 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 100 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.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

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

to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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

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

6.3 TRAINING:

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

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

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

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

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

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

8.0 Endloader Specification:

8.1 Operating weight to be approximately 22,000 pounds (exclusive of tire ballast).

8.1.1 Unit shall have a breakout force of 18,500 pounds minimum.

8.2 Overall length (bucket lowered) 23 foot approximately.

8.3 Loader shall have articulated frame with full hydraulic power steering.

8.3.1 Tipping load straight 14,500 pounds minimum.

8.4 Overall height 10 feet 9 inches to top of cab (maximum).

8.4.1 Dumping clearance at maximum height and 45° dump angle shall be 108 inches minimum

8.5 Loader shall be equipped with a quick coupler system for interchangeability of attachments, controlled from operator station.

8.6 Unit shall be equipped with manufacturers vandalism package and all machines keyed alike.

8.7 All daily services should be done from ground level.

8.8 Engine:

- 8.8.1 **Engine shall be manufacturers water cooled diesel powered and shall provide approximately 115-125 horse power and torque to operate machine and hydraulic system at maximum efficiency.**
- 8.8.2 Manufacturers standard governor with key shut off, wire sealed by manufacturer.
- 8.8.3 **Engine shall have an engine block water heating element (1500-2000 watt). Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.**

8.9 Engine Lubrication:

- 8.9.1 Full pressure lubrication with oil filter and oil by-pass system.
- 8.9.2 Engine oil cooler.

8.10 Cooling System:

- 8.10.1 **Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons.**
- 8.10.2 **Cooling system shall be supplied with Dex-cool or equal extended life anti-freeze protected to a point of -34 degrees F.**
- 8.10.3 **Engine coolant filter shall be provided if recommend by manufacturer for this application.**

8.11 Air Induction System:

- 8.11.1 Dry type dual element (2 stage) air cleaner with pre-cleaner.
- 8.11.2 **Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.**

8.12 Exhaust System:

- 8.12.1 **Complete exhaust system shall be manufacturers standard for unit specified.**
- 8.12.2 **Exhaust pipe shall be rain proof.**

8.13 Electrical System:

- 8.13.1 Unit electrical system to be manufacturers noise suppression wiring.

- 8.13.2 System to be 12 volts/24 volts negative ground (manufacturers standard).
- 8.13.3 Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; **reserve capacity 160 minimum.**
- 8.14 Charging System:
- 8.14.1 Unit should have **60 amp alternator (minimum)** with internal regulator.
- 8.15 Engine Fuel System:
- 8.15.1 **Fuel capacity to be 12 working hours, minimum.**
- 8.15.2 Unit to be provided with a fuel/water separator.
- 8.15.3 **Dual stage fuel filtering shall be provided.**
- 8.16 Transmission:
- 8.16.1 **Transmission shall be fully hydrostatic with one (1) engine driven pump and two (2) drive motors (hi/low speed) with dynamic breaking inching pedals and a control panel for speed control.**
- 8.16.2 **Torque converter shall handle maximum power output of engine.**
- 8.16.3 Transmission to have four (4) forward speeds and four (4) reverse with a top forward ground speed of approximately 23 MPH.
- 8.16.4 **Transmission shall have a neutral start switch for safety purposes.**
- 8.17 Differential:
- 8.17.1 Manufacturers front and rear conventional.
- 8.18 Axles:
- 8.18.1 Front axle to be fixed.
- 8.18.2 **Rear axle should oscillate 11 degrees minimum.**
- 8.19 Brakes to be as follows:
- 8.19.1 Manufacturers recommended emergency braking system.
- 8.19.2 **Emergency brake must be independent of service brake.**

8.19.3 Hydraulic actuated powered assisted service brakes.

8.19.4 Wet type disk service brakes.

8.20 Hydraulic System:

8.20.1 Unit shall provide hydraulic lift, lower, dump, roll back and float plus third spool auxiliary valve and cab controller.

8.20.2 All hydraulic cylinders shall be double action chrome plated piston type.

8.20.3 Loader to be equipped with a hydraulic oil cooler if recommend by manufacturer.

8.20.4 A sight glass shall be provided for daily checking of hydraulic oil.

8.20.5 Hydraulic system relief pressure of approximately 2500 PSI.

8.20.6 Unit shall be equipped with manufacturers standard hydraulic filtering system.

8.21 Tires and Wheels:

8.21.1 Wheels shall be manufacturers recommended size for unit bid.

8.21.2 Tires shall be grader/loader type front and rear tubeless radials.

8.21.3 Overall tire width (outside left to outside right) not to exceed 8 feet.

8.22 Cab and related Accessories:

8.22.1 Cab shall be OSHA approved ROPS.

8.22.2 Cab shall be insulated and pressurized.

8.22.3 Cab shall be equipped with heater, defroster and air conditioning installed by manufacturer.

8.22.4 Cab shall have front and rear windshield wipers and washers.

8.22.5 Cab shall have safety, tinted glass at all locations.

8.22.6 Left and right side rear view mirrors and in cab rear view mirror shall be provided.

8.22.7 Cab must have at least one (1) entry door, lockable.

- 8.22.8 Doors should be hinged at rear to provide front to back opening.
- 8.22.9 Unit shall be provided with non-skid steps and hand holds.**
- 8.22.10 Seat to be cloth type with scotchguard (or equivalent) and with adjustable seat belt.
- 8.22.11 Seat to be equipped with adjustable arm rest.
- 8.22.12 Seat shall provide height and weight adjustments.**
- 8.22.13 Unit should have adjustable tilt and telescoping steering wheel for easier operator control.
- 8.22.14 Front and rear fenders shall be provided on unit.**
- 8.22.15 Fire extinguisher shall be provided and mounted in unit. (Successful bidder should notify DOH before mounting).**
- 8.22.16 AM/FM radio must be provided and installed in unit.**
- 8.23 Lighting System:
- 8.23.1 Unit to have two (2) hi/low halogen beam front lights for tramming and working.
- 8.23.2 Loader to have four (4) work lights, two (2) front and two (2) rear mounted in accordance to cab features.
- 8.23.3 Unit to have flash/turn signals (front/rear) stoplights and taillights.
- 8.23.4 Unit shall be provided with console and dome lighting.**
- 8.23.5 Low profile high intensity strobe light mounted at top rear of cab. Code 3 92QASH, 12/48 VDC, 11 Jules, five (5) flash generating not more than 1.0 UV of interference on radio receiver with 12 db of quieting.
- 8.23.6 Unit shall be equipped with OSHA approved audible reverse alarm.**
- 8.23.7 Articulation locking bar and pin to be provided.
- 8.24 Unit Instrumentation to provide the following:
- 8.24.1 Tachometer.
- 8.24.2 Speedometer.

- 8.24.3 **Hour meter shall be operable from engine operation not key switch.**
 - 8.24.4 Fuel gauge.
 - 8.24.5 Ammeter/or volt meter.
 - 8.24.6 Coolant temperature indicator with audible buzzer or visual warning light.
 - 8.24.7 Engine oil pressure indicator with audible buzzer or visual warning light.
 - 8.24.8 Transmission oil temperature indicator.
 - 8.24.9 Transmission oil pressure indicator.
 - 8.24.10 **All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.**
 - 8.24.11 **Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
 - 8.24.12 **One (1) complete set of replacement filters shall be provided with each unit upon delivery.**
- 8.25 Bucket:
- 8.25.1 **Bucket shall be general purpose 1.75 cubic yard struck and 2.1 cubic yard heaped capacity approximate**
 - 8.25.2 Bucket width to be approximately 96 inches.
 - 8.25.3 **Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height.**
 - 8.25.4 **Unit shall be equipped with automatic return to work leveler for bucket and attachments.**
 - 8.25.5 **Bucket cutting edge and bottom wear strips shall be replaceable.**
 - 8.25.6 **The cutting edge welded to bucket and a bolt-on replaceable cutting edge shall be mounted under it.**
 - 8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches (approximately).

8.26 Forks:

- 8.26.1 **Forks shall be heavy duty steel construction.**
- 8.26.2 **Carriage shall be heavy duty steel construction.**
- 8.26.3 Carriage size approximately 3/4 inches side plates and 60 inches wide.
- 8.26.4 Tines/Forks are to be 6 inches wide and 48 inches long.
- 8.26.5 Tines/Forks to be approximately 2 inches thick at heel and to be forged solid steel.
- 8.26.6 Tines/Forks should be mounted on approximately 2.5 inches diameter round bar and adjustable laterally 60 inches approximate.

8.27 Material Handling Boom:

- 8.27.1 **Material handling boom shall be of heavy duty construction type with hook.**
- 8.27.2 Boom of three (3) locking sections **with a minimum reach of 12 feet.**

8.28 Paint:

- 8.28.1 **The endloader and attachments shall be painted manufacturers standard paint color.**
- 8.28.2 Detail/Decorative Stripes with Logo:
- 8.28.3 Width: to be 4 inches.
- 8.28.4 WV DOH logo (to be supplied by WV DOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within ½ inches of logo is not to be striped. Stripes should be cut to follow contour of logo, in lieu of straight cut.
- 8.28.5 **Striping material shall meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, Part 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT approved".**
- 8.28.6 **The sheeting for both applications above shall not be more than .0008 inch thick having approximately 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, reflexite or equivalent.**

- 8.28.7 Upper stripe color: Dark Blue.
- 8.28.8 Lower stripe color: Light Gold.
- 8.28.9 **Bidder must consult with the WV DOH on proposal for striping before inspection of pilot model.**
- 8.28.10 Bidder to attach proposed paint plan with this bid. It should include chips or samples of proposed paints as well as a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular cab shape.
- 8.28.11 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.
- 8.28.12 The procedures used by the manufacturer in cleaning, de-greasing, priming, and painting are sufficient to meet this requirement **except that the manufacturer must substitute white paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.**
- 8.28.13 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes. Such changes, if any, will only be used for selecting a suitable paint color to match the WV DOH logo.
- 8.28.14 The Department is desirous of avoiding units painted white over top the standard color. However, if bidder/manufacturer is unable to substitute white paint in its normal plant painting procedures, **then bidder must state so and offer his proposed paint method.**
- 8.28.15 Areas not normally painted the manufacturer's standard color(s) on standard units (e.g. some rubber parts, mirrors, exhaust pipe, etc.) Are not to be painted white on units specified herein. Also, areas painted a distinct color (e.g. safety reasons) should be painted as they normally would.
- 8.29 **Vendor must certify that loader offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of the unit.**
- 8.30 **Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit.** Logos created through the stamping or casting process of manufacture are also acceptable. No logo will interfere with the Department's striping and logo.

8.31 Preventive Maintenance and Operators Orientation/Training:

8.31.1 The Manufacturer or dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e. videos, charts, manuals, etc., to be furnished by successful vendor.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 353-1-S

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

NOTE TO BIDDER: Procurement Specification No. 353-1-S, 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

X5.0 AWARD CRITERIA;

X5.1 Price per unit: _____ 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 _____
HYDRAULIC _____
OTHER _____

BRAKE FLUID _____
COOLANT _____
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?
_____ NO _____ YES

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 excluding abuse and normal wear items included?
_____ YES _____ NO

Describe:

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

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: _____ Model: _____

X8.0 Endloader Specification:

X8.1 Operating weight: _____ pounds (exclusive of tire ballast)

X8.1.1 Breakout force: _____ pounds

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

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

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

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

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

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

A.	Shop Rate	\$ _____ per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ _____ per mechanic hour _____ ; port to port _____

- X8.2 Overall length (bucket lowered): _____ foot
- X8.3 Does loader have articulated frame and full hydraulic power steering?
_____ YES _____ NO
- X8.3.1 Tipping load straight: _____ pounds
- X8.4 Overall height: _____ to top of cab
- X8.4.1 Dumping clearance at maximum height and 45° dump angle: _____ inches
- X8.5 Are units provided with a quick coupler system for interchangeability of attachments, controlled from operator station
_____ YES _____ NO
- X8.6 Do machine(s) have vandalism package/keyed alike? _____ YES _____ NO
- X8.7 Are daily services done from ground level? _____ YES _____ NO
- X8.8 Engine:
- X8.8.1 Is engine manufacturers water cooled diesel powered providing _____ HP and torque to operate machine and hydraulic system at maximum efficiency?
_____ YES _____ NO
Specify HP: _____
- X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer? _____ YES _____ NO
- X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)?
_____ YES _____ NO
Does engine have cold weather starting system consisting of an electric intake manifold pre-heater
_____ YES _____ NO
- X8.9 Engine Lubrication:
- X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system?
_____ YES _____ NO
- X8.9.2 Is engine equipped with oil cooler? _____ YES _____ NO
- X8.10 Cooling System:
- X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons?
_____ YES _____ NO
- X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F?
_____ YES _____ NO

Top forward ground speed: _____ HP

X8.16.4 Is neutral start switch provided for safety purposes? _____ YES _____ NO

X8.17 Differential:

X8.17.1 Is front and rear differential manufacturers conventional type? _____ YES _____ NO

X8.18 Axles:

X8.18.1 Is front axle fixed? _____ YES _____ NO

X8.18.2 Oscillation of rear axle: _____ degrees

X8.19 Brakes:

X8.19.1 Is Manufacturers recommended emergency braking system provided? _____ YES _____ NO

X8.19.2 Is emergency brake independent of service brake? _____ YES _____ NO

X8.19.3 Are service brakes powered assisted hydraulic actuated? _____ YES _____ NO

X8.19.4 Are service brakes wet disk type? _____ YES _____ NO

X8.20 Hydraulic System:

X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float _____ YES _____ NO

Does unit have third spool auxiliary valve and cab controller _____ YES _____ NO

X8.20.2 Are hydraulic cylinders double action chrome plated piston type? _____ YES _____ NO

X8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer? _____ YES _____ NO

X8.20.4 Is sight glass provided for daily service checks? _____ YES _____ NO

X8.20.5 Hydraulic system relief pressure: _____ P.S.I.

X8.20.6 Is Manufacturers standard hydraulic filtering system provided? _____ YES _____ NO

X8.21 Tires and Wheels:

X8.21.1 Are wheels manufacturers recommended size for unit bid? YES NO

Specify size _____

X8.21.2 Are tires grader/loader type tubeless radials front and rear? YES NO

Specify size: _____

X8.21.3 Overall tire width (outside left to outside right): _____ feet _____ inches

X8.22 Cab and related accessories:

X8.22.1 Is cab OSHA approved ROPS? YES NO

X8.22.2 Is cab insulated and pressurized? YES NO

X8.22.3 Is cab equipped with heater, defroster, air conditioning installed by the manufacturer? YES NO

X8.22.4 Is cab equipped with wipers and washers front and rear? YES NO

X8.22.5 Is Manufacturers tinted safety glass at all locations? YES NO

X8.22.6 Are left and right rear view mirrors and in cab rear view mirror provided? YES NO

X8.22.7 Does cab have one (1) lockable entry door? YES NO

X8.22.8 Are doors hinged at rear to provide front to back opening YES NO

X8.22.9 Is unit provided with non-skid steps and hand holds YES NO

X8.22.10 Is seat cloth type with scotchguard or equal and with adjustable seat belt YES NO

X8.22.11 Is seat equipped with adjustable arm rests? YES NO

X8.22.12 Does seat provide height and weight adjustments? YES NO

X8.22.13 Is unit equipped with adjustable tilt and telescoping steering wheel for easier operator control? YES NO

X8.22.14 Are fenders provided front and rear? YES NO

X8.22.15 Is fire extinguisher provided and mounted on unit? YES NO

X8.22.16 Is AM/FM radio provided and installed in unit? YES NO

X8.23 Lighting System:

- X8.23.1 Is unit equipped with two (2) hi/low halogen beam front lights for tramming and working? _____ YES _____ NO
- X8.23.2 Does unit have four (4) work lights; two (2) front/two (2) rear cab mounted work lights _____ YES _____ NO
- X8.23.3 Does unit have flash/turn signals (front and rear), stoplights, and taillights? _____ YES _____ NO
- X8.23.4 **Does unit have console and dome lighting?** _____ YES _____ NO
- X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified _____ YES _____ NO
- If NO, explain _____

- X8.23.6 **Is unit equipped with audible OSHA approved reverse alarm?** _____ YES _____ NO
- X8.23.7 Is articulation locking bar and pin provided? _____ YES _____ NO
- X8.24 Unit Instrumentation:
- X8.24.1 Tachometer? _____ YES _____ NO
- X8.24.2 Speedometer? _____ YES _____ NO
- X8.24.3 **Does hour meter operate from engine operation?** _____ YES _____ NO
- X8.24.4 Fuel gauge? _____ YES _____ NO
- X8.24.5 Ammeter/ or volt meter? _____ YES _____ NO
- X8.24.6 Does coolant temperature indicator have audible buzzer or visual warning light? _____ YES _____ NO
- X8.24.7 Does engine oil pressure indicator have audible buzzer or visual warning light? _____ YES _____ NO
- X8.24.8 Does unit have transmission oil temperature indicator? _____ YES _____ NO
- X8.24.9 Does unit have transmission oil pressure indicator? _____ YES _____ NO
- X8.24.10 **All features considered to be standard equipment not addressed above:**

X8.24.11 Will unit be delivered to WV DOH with manufacturer's safety decals and features intact? YES NO

X8.24.12 Is one (1) complete set of replacement filters for each unit provided? YES NO

X8.25 Bucket:

X8.25.1 Bucket capacity struck: _____ Cu Yd. Heaped capacity: _____ Cu Yd

X8.25.2 Bucket width: _____ inches

X8.25.3 Bucket roll back _____ degrees at ground level and dump at full height _____ degrees

X8.25.4 Does unit have automatic return to work leveler for bucket and attachments YES NO

X8.25.5 Are replaceable cutting edge and bottom wear strips provided YES NO

X8.25.6 Is cutting edge welded to bucket and bolt on replaceable cutting edge mounted under it? YES NO

X8.25.7 Digging depth below horizontal (bucket level): _____ inches

X8.26 Forks:

X8.26.1 Are forks heavy duty steel construction? YES NO

X8.26.2 Is carriage of heavy duty steel construction? YES NO

X8.26.3 Carriage size: _____ inch side plates and _____ inches wide?

X8.26.4 Tines/Forks: _____ inches wide and _____ inches long

X8.26.5 Tines/Forks: _____ inches thick at heel and forged solid steel YES NO

X8.26.6 Tines/Forks mounted on _____ inches diameter round bar

Adjustable laterally _____ inches

X8.27 Material Handling Boom:

X8.27.1 Is material handling boom of heavy duty construction with hook? YES NO

X8.27.2 Boom has locking sections Boom reach: feet

X8.28 Paint:

X8.28.1 Is endloader painted manufacturers standard color? YES NO

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder? YES NO

X8.28.3 Are stripe(s) width 4 inches as specified? YES NO

X8.28.4 Does striping method and striping material meet required specifications quoted in sections 8.28.4; 8.28.5; and 8.28.6? YES NO

If NO, explain _____

X8.28.7 Describe color and type of material of upper stripe:

X8.28.8 Describe color and type of material of lower stripe:

8.28.9 Will bidder consult WV DOH on proposed striping? YES NO

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form? YES NO

If no will samples be submitted? YES NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11; 8.28.12; and 8.28.13

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- X8.28.14 Is white paint specified applied over top of manufacturer's standard color?
_____YES _____NO
- X8.28.15 Are areas of distinct color(s) (e.g. safety reason) be painted as they normally would?
_____YES _____NO
- X8.29 Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?
_____YES _____NO
- X8.30 Does unit conform to the advertising guidelines? _____YES _____NO
- X8.31 Preventive Maintenance and Operators Orientation/Training:
- X8.31.1 **Have you attached a copy of proposed training program. Attach schedule describing course offered with a brief explanation of each subject with the time required for each class. Do not attach instruction material or manuals. Will you furnish all training aids; i.e. videos, projectors, etc., required in conducting the training?**
_____YES _____NO

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ 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 exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____