



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
7011EC11

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 12/29/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/02/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-03		
<p>ALL WHEEL DRIVE LOADER WITH BACKHOE WHEEL TYPE</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>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 ALL WHEEL DRIVE LOADER WITH BACKHOE WHEEL TYPE PER THE ATTACHED SPECIFICATIONS.</p> <p>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 SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/25/2011 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.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON TUESDAY, 02/08/2011 AT 10 AM IN BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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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<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY 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 MANDATOR 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 style="text-align: right;">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</p>						

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<p>WITH THE BID.</p> <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</p>						

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<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <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</p>						

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<p>IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: 7011EC11</p>						

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<p>BID OPENING DATE: 03/02/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 7011EC11 ***** TOTAL: _____</p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 352-1-C

OPEN END CONTRACT
ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

1.0 PURPOSE

It is the purpose of these specifications to describe an All Wheel Drive Loader with Backhoe, Wheel Type (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, 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 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 120 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 60 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** 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, 2011 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.

SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

- 7.0 Unit to be of Manufacturers AWD design and **shall provide engage and disengage selection accessible from operators station.**
- 7.1 Engine:
 - 7.1.1 Diesel fueled, water cooled.
 - 7.1.2 **Number of cylinders: minimum four (4).**
 - 7.1.3 **SAE Net Horsepower: 75 minimum.**
- 7.2 Transmission:
 - 7.2.1 **Transmission shall be equipped with a full power shift direction reverser.**
 - 7.2.2 **Transmission speeds to be four (4) forward fully synchronized; four (4) reverse minimum.**
 - 7.2.3 **Maximum transport speed to 20 MPH.**
 - 7.2.4 Foot operated automatic release, rear axle differential lock engageable under full engine RPM required.
- 7.3 Steering:
 - 7.3.1 Full power steering with emergency dead engine steering capability.

7.4 Brakes:

- 7.4.1 **Service brakes to be 2-wheel minimum**, wet disk type, sealed and fully enclosed to allow operating in water, mud, snow, and other adverse conditions without encountering brake loss or fade.
- 7.4.2 Service brakes to be pressure lubricated and cooled.
- 7.4.3. Service brakes to be self adjusting type.
- 7.4.4 Service brakes to be self equalizing.
- 7.4.5 The parking/secondary brake system to be independent of service brakes and of sufficient design to hold weight of machine on incline.
- 7.4.6 The parking brake system to be equipped with a warning light and/or audible alarm.
- 7.4.7 **All brakes shall conform to or exceed Federal and State standards.**

7.5 Hydraulic System:

- 7.5.1 The hydraulic system to be the manufacturers standard. The system should incorporate a suction strainer and a replaceable return line filter.
- 7.5.2 **The system should provide a minimum flow of 34 GPM at approximately 2200 RPM to the backhoe and adequate cooling for hydraulic tools and attachments.**
- 7.5.3 Backhoe stabilizer hydraulic lock-outs should be provided in both the working and transport positions.
- 7.5.4 Auxiliary valve, with foot pedal control for efficient operation of motor driven attachments and machine mounted rock breakers.

7.6 Electrical System:

- 7.6.1 Manufacturers standard 12 volt electrical system.
- 7.6.2 Alternator approximately 78 AMPS.
- 7.6.3 Batteries to be maintenance free type and provide a cold crank amps of 1150 each at zero degrees.

7.7 Cooling System:

7.7.1 The cooling system shall be capable of maintaining engine temperature within the manufacturers recommended range during continuous operation.

7.7.2 The coolant system to incorporate a thermostat and by-pass for warm up.

7.7.3 The system to be filled with permanent extended life anti-freeze solution rated to a minus 30 degrees F minimum.

7.8 Operators Station:

7.8.1 Cab to be fully enclosed SAE ROPS/FOPS certified.

7.8.2 Cab to be isolation mounted.

7.8.3 Instrumentation vandal protection to be included on complete unit.

7.8.4 Seat should be deluxe cushioned, swing around type operators seat. Fully adjustable, damped and to include manufacturer's seat belt with retractor feature.

7.8.5 Tinted safety glass shall be provided at all locations.

7.8.6 Cab doors shall be lockable and keyed alike.

7.8.7 Unit should provide front and rear windshield wipers with washers.

7.8.8 Manufacturers heaviest duty heater/defroster to be provided.

7.8.9 Unit to be equipped with manufacturer air conditioning.

7.9 Instruments: Unit to have lighted gauges and/or monitoring system to include:

7.9.1 Transmission temperature.

7.9.2 Engine coolant temperature.

7.9.3 Engine oil pressure.

7.9.4 Hydraulic filter restriction.

7.9.5 Air cleaner restriction.

7.9.6 Fuel gauge.

- 7.9.7 Volt/Amp gauge.
- 7.9.8 Hour meter (to be engine controlled, not key switch).
- 7.9.9 Engine coolant temperature and engine oil pressure and parking brake system to include audible or visual warning systems.
- 7.10 Accessories:
 - 7.10.1 Locking type toolbox to be large enough to store standard size hand operated grease gun and any special tools required by manufacturer.
 - 7.10.2 OSHA approved back up alarm.
 - 7.10.3 Horn.
 - 7.10.4 Hand and foot controlled throttle.
 - 7.10.5 Muffler with rain proof exhaust.
 - 7.10.6 Lockable engine service door and keyed same as cab door/s.
 - 7.10.7 SMV emblem.
 - 7.10.8 Non slip type mounting steps and safety handholds.
 - 7.10.9 Backhoe boom transport locks.
 - 7.10.10 One (1) complete set of filter elements for unit to be provided.
 - 7.10.11 Unit to have strobe light, Target Tech Model Multi-flash, 5x, 12/48VDC, 11 joules or Equivalent mounted on center of cab roof. Provided strobe should not generate more than 1.0 UV of interference on a radio receiver with 12 db of quieting.
 - 7.10.12 Unit to have left and right side and inside rear view mirrors.
- 7.11 Lighting:
 - 7.11.1 **Unit to have a minimum of two (2) front halogen work/driving lights switched and identified at operator's station.**
 - 7.11.2 Two combination stop/tail lights.
 - 7.11.3 Two (2) rear halogen work lights to be switched and identified at operator station.

7.11.4 Two (2) front and two (2) rear turn and flashing lights.

7.11.5 Cab dome light.

7.12 Tires:

7.12.1 Tires to be manufacturers standard for model bid.

7.13 Vehicle Frame:

7.13.1 Unit to feature a single piece weldment, full length unitized main frame.

7.14 Loader:

7.14.1 Loader to be self-leveling.

7.14.2 Unit to be equipped with automatic return-to-dig feature.

7.14.3 Unit to provide a G.P. bucket rated at approximately 1.3. C.Y. SAE heaped capacity and a width of approximately 92 inches with bolt on cutting.

7.14.4 Breakout force of approximately 9,500 pounds.

7.14.5 Loader lift rating of approximately 6,500 pounds to full height required.

7.14.6 Dumping clearance at full height and 40 degrees, 103 inches approximately.

7.14.7 Bucket rollback at ground approximately 40 degrees.

7.15 Backhoe:

7.15.1 Unit should have an approximate digging depth of a least 15 feet 4 inches.

7.15.2 Backhoe lifting capacity of approximately 3,500 pounds to 12 foot lift height through the full 180 degrees swing arc.

7.15.3 Backhoe bucket cylinder digging force of 11,500 pound approximately.

7.15.4 Bucket to be manufacturers standard 24 inches with hardened/replaceable teeth.

7.15.5 Bucket rotation 180 degrees.

7.15.6 Provisions to be made for quick-coupling hydraulic tools, (i.e. road breakers, jack hammers, etc.) to the unit hydraulic system.

- 7.15.7 Unit to be capable of operating backhoe and hydraulic tools simultaneously.
- 7.15.8 Unit to be equipped with extend-a-hoe feature with approximate dig depth of 20 foot.
- 7.16 Operating Weight:
 - 7.16.1 SAE operating weight of 16,000 pounds (approximately) exclusive of tire ballast and/or counterweights.
- 7.17 Paint:
 - 7.17.1 The loader is to be painted manufacturers standard.
 - 7.17.2 The procedures used by the manufacturer in cleaning, degreasing, priming, and painting are sufficient to meet this requirement except that the manufacturer should substitute white paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.
 - 7.17.3 The Division is desirous of avoiding units painted white over top the standard color. However, if bidder/manufacturer is unable to substitute white in its normal plant painting procedures, then bidder should state so and offer his proposed paint method.
 - 7.17.4 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.
 - 7.17.5 Bidder should attach his sample or chip of proposed white paint and describe his proposed painting procedure.
- 7.18 All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.19 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.**
- 7.20 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 manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 352-1-C

ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

NOTE TO BIDDER: Procurement Specification No. 352-1-C, 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 _____ BRAKE FLUID _____

HYDRAULIC _____ COOLANT _____

OTHER _____ OTHER _____

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?
 YES NO

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?
 YES NO

Describe:

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

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 specification.**

Manufacturer: _____ Model: _____

X7.0 Manufacturers AWD design with engage/disengage selection accessible operators station?
_____ YES _____ NO

X7.1 Engine:

X7.1.1 Diesel fueled, water cooled? _____ YES _____ NO

X7.1.2 Number of Cylinders: _____

X7.1.3 SAE Net Horsepower: _____

X7.2 Transmission:

X7.2.1 Is the transmission equipped w/full power shift direction reverser? _____ YES _____ NO

X7.2.2 Are there 4 forward fully synchronized speeds/ 4 reverse? _____ YES _____ NO

X7.2.3 Maximum transport speed: _____ MPH

X7.2.4 Foot operated automatic release, rear axle differential lock engageable under full engine RPM?
_____ YES _____ NO

- X7.3 Steering:
- X7.3.1 Does unit provide full power steering w/emergency dead engine steering capability? YES NO
- X7.4 Brakes:
- X7.4.1 **Are the service brakes 2 wheel minimum, wet disk type, sealed/fully enclosed to allow operation in water, mud, snow,/other adverse conditions without encountering brake loss or fade?** YES NO
- X7.4.2 Are the service brakes pressure lubricated and cooled? YES NO
- X7.4.3 Are the service brakes self adjusting type? YES NO
- X7.4.4 Are the service brakes self equalizing? YES NO
- X7.4.5 Is the parking/secondary brake system independent of the service brakes/of sufficient design to hold weight of machine on incline? YES NO
- X7.4.6 Is the parking brake system equipped w/warning light/or audible alarm? YES NO
- X7.4.7 **Do the brakes conform to or exceed Federal/State standards?** YES NO
- X7.5 Hydraulic System:
- X7.5.1 Is the system provided the manufacturers standard for the model bid/ incorporate a suction strainer/replaceable return line filter? YES NO
- X7.5.2 **Does the backhoe offered provide adequate cooling for hydraulic tools/attachments?** YES NO
Specify GPM _____ at _____ R.P.M.
- X7.5.3 Are backhoe stabilizer hydraulic lock-outs provided in both the working/transport positions? YES NO
- X7.5.4 Is foot pedal control provided for efficient operation of motor driven attachments/boom mounted rock breaker? YES NO
- X7.6 Electrical System:
- X7.6.1 Manufacturer's 12 volt electrical system provided? YES NO
- X7.6.2 Specify alternator capacity? _____
- X7.6.3 Are batteries maintenance free type? YES NO
CCA: _____

X7.7 Cooling System:

X7.7.1 **Capable of maintaining engine temperature within the manufacturers recommended range during continuous operation?** YES NO

X7.7.2 Coolant system incorporate a thermostat/by-pass for warm up? YES NO

X7.7.3 Is the system filled w/permanent anti-freeze solution rated to a minus 30°F or lower? YES NO

X7.8 Operators Station:

X7.8.1 Is the cab fully enclosed SAE ROPS/FOPS certified? YES NO

X7.8.2 Is the cab isolation mounted? YES NO

X7.8.3 Is instrumentation vandalism protection included on complete unit? YES NO

X7.8.4 Is the seat deluxe cushioned, swing around type operators seat, fully adjustable, damped, and include manufacturers seat belt w/retractor feature? YES NO

X7.8.5 **Is tinted safety glass provided in all locations?** YES NO

X7.8.6 **Are the cab doors lockable/keyed alike?** YES NO

X7.8.7 Are front/rear windshield wipers w/washers provided? YES NO

X7.8.8 Is the heater/defroster manufacturers heaviest duty? YES NO

X7.8.9 Is unit equipped with manufacturers air conditioning? YES NO

X7.9 Instruments: Unit to have lighted gauges/or monitoring system to include:

X7.9.1 Transmission temperature? YES NO

X7.9.2 Engine coolant temperature? YES NO

X7.9.3 Engine oil pressure? YES NO

X7.9.4 Hydraulic filter restriction? YES NO

X7.9.5 Air cleaner restriction? YES NO

X7.9.6 Fuel gauge? YES NO

X7.9.7 Volt/Amp gauge? YES NO

- X7.9.8 Hour meter (engine controlled, not key switch)? YES NO
- X7.9.9 Engine coolant temperature, engine oil pressure, parking brake system with audible or visual warning systems? YES NO
- X7.10 Accessories:
- X7.10.1 Locking type tool box large enough to store standard size hand operated grease gun/any special tools required by manufacturer? YES NO
- X7.10.2 OSHA approved back up alarm? YES NO
- X7.10.3 Horn? YES NO
- X7.10.4 Hand/foot controlled throttle? YES NO
- X7.10.5 Muffler with rain proof exhaust? YES NO
- X7.10.6 Lockable engine service door/keyed same as cab door/s? YES NO
- X7.10.7 SMV emblem YES NO
- X7.10.8 Non slip type mounting steps/safety hand holds? YES NO
- X7.10.9 Backhoe boom transport locks? YES NO
- X7.10.10 Is one (1) complete set of filter elements for unit? YES NO
- X7.10.11 Strobe light, Target Tech Model Multi-flash, 5x, 12/48 VDC, 11 joules or equivalent mounted on center of cab roof? YES NO
- X7.10.11.1 Is provided strobe light in accordance w/radio interference specifications not generating more than 1.0 UV of interference on a radio receiver w/12db of quieting? YES NO
- X7.10.12 Are left/right side and inside rear view mirrors provided? YES NO
- X7.11 Lighting:
- X7.11.1 Number of front halogen work/driving lights: _____
- X7.11.1.1 Switched/identified at operator's station? YES NO
- X7.11.2 Number of combination stop/tail lights: _____
- X7.11.3 Number of rear halogen work lights switched/identified at operator stations: _____
- X7.11.4 Number of front/rear turn/flashing lights: _____
- X7.11.5 Does the cab have a dome light? YES NO

- X7.12 Tires:
 X7.12.1 Front tires: _____
 Rear tires: _____
- X7.13 Vehicle Frame:
 X7.13.1 Does the unit have a single piece weldment, full length unitized main frame? ___ YES ___ NO
- X7.14 Loader:
 X7.14.1 Is the loader self leveling? ___ YES ___ NO
 X7.14.2 Is the unit equipped with automatic return-to-dig feature? ___ YES ___ NO
 X7.14.3 General purpose bucket size _____ C.Y. heaped capacity with bolt on cutting edge
 ___ YES ___ NO
- X7.14.3.1 Bucket width: _____ inches
 X7.14.4 Breakout force: _____ lbs.
 X7.14.5 Loader lift rating _____ lbs to full height.
 X7.14.6 Dumping clearance at full height and 40° _____
 X7.14.7 Bucket rollback at ground _____ degrees
- X7.15 Backhoe:
 X7.15.1 Unit digging depth: _____
 X7.15.2 Backhoe lifting capacity _____ lbs to _____ lift height through the full 180° swing arc.
 X7.15.3 Backhoe bucket cylinder digging force _____ lbs.
 X7.15.4 Bucket size: _____ w/hardened/replaceable teeth? ___ YES ___ NO
 X7.15.5 Bucket rotation _____ degrees.
 X7.15.6 Are provisions made for quick-coupling hyd tools to the unit hyd system? ___ YES ___ NO
 X7.15.7 Is the unit capable of operating backhoe/hyd tools simultaneously? ___ YES ___ NO
 X7.15.8 Is the unit equipped with extend-a-hoe feature/approx. 20' dig depth? ___ YES ___ NO

X7.16 Operating Weight:

X7.16.1 SAE operating weight _____ lbs exclusive of tire ballast/or counterweights.

X7.16.2 List all other features considered as standard equipment but not specifically addressed:

X7.17 Paint:

Describe proposed method of painting the unit as specified in Paragraphs 8.17.1 through 8.17.4:

X7.17.5 Is a sample of proposed white paint attached to bid? _____ YES _____ NO

X7.18 Will all units be delivered to WVDOH with all manufacturers recommended safety related decals/safety features intact? _____ YES _____ NO

X7.19 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes? _____ YES _____ NO

X7.20 Does the unit conform to the advertising guidelines? _____ YES _____ NO

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 exceed five percent of the total contract amount.

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

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 _____