



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
7012EC04

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

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 09/22/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-68		
<p>VARIOUS TYPES OF MOWERS</p> <p>REQUEST FOR QUOTATION</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR VARIOUS TYPES OF MOWERS, BOOM MOUNTED AND OPTIONAL SIDE MOUNTED PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PER-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL BE ACCEPTED DURING THE MANDATORY PRE-BID, DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PREBID MEETING. ANY TECHNICAL QUESTIONS WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p> <p>MANDATORY PRE-BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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).



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
7012EC04

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**PAUL REYNOLDS
 304-558-0468**

V
E
N
D
O
R

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

S
H
I
P
T
O

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

DATE PRINTED 09/22/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MANDATORY PRE-BID MEETING 10/06/11 AT 10:00 A.M. RT. 33 & BRUSHY FORK ROAD, BUCKHANNON WV 26201. 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 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 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
7012EC04

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

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
09/22/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UPON AWARD 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
7012EC04

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
7012EC04

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012EC04</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
7012EC04

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR
RFQ COPY TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2011				

BID OPENING DATE: **10/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 10/19/2011 BID OPENING TIME: 1:30 P.M. 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 7012EC04 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION**

**PROCUREMENT SPECIFICATIONS
FOR OPEN END CONTRACT**

**VARIOUS TYPES OF MOWERS
(CONTRACT FOR ONE OR MORE)**

**BOOM MOUNTED AND OPTIONAL SIDE MOUNTED HIGHWAY MOWERS THAT
SHALL BE MOUNTED ONTO A WHEEL TRACTOR THAT WILL BE SUPPLIED BY
THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS**

1.0 PURPOSE:

It is the purpose of this specification to describe a mid mounted boom type highway mower that can be mounted onto a wheel type tractor **that will be supplied by the West Virginia Division of Highways. The mower must be designed so that the boom assembly may be detached and be replaced with a fully interchangeable, side mounted, optional flail or optional rotary cutter for grass mowing. An optional rear flail cutter must also be available that is designed to be offset an adequate distance so that it will overlap the side mounted flail cutter when mowing grass.**

1.1 The Division of Highways will deliver a tractor to the successful mower vendor, within a 200 mile range, for the purpose of installation of the mower.

1.2 The Division of Highways will inform the successful vendor, at the time an order is placed, the year, make and model of tractor the attachment is to be installed on

1.3 The successful mower vendor will install and completely service a mower that meets or exceeds the following specifications.

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 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 90 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 total bid 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 each mower.

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-MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

7.1 Frame:

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

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

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

7.2 Hydraulic Reservoir:

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

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

7.2.3 Hydraulic filter capable of providing suitable filtration for system.

7.2.4 **Tank shall be equipped with shut off valves for closing when changing filter or hoses and for draining of tank.**

7.2.5 **Unit shall be equipped with front mounted 39 GPM hydraulic pump to run the mower head and a 9 GPM piggyback pump to run all other functions. Pumps to be gear type and shall be made of steel.**

7.2.6 **All motor circuit hoses to be a minimum of 1¼ inch I.D. four wire braid.**

7.2.7 **All boom hoses shall be securely fastened for best brush protection.**

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

7.2.9 Mower controls to be a five (5) section valve controlled through a single electronic joystick equipped with relief valves to give breakaway protection.

7.3 Boom Rest:

7.3.1 A boom rest shall be mounted to tractor to cradle boom during transport.

7.3.2 Boom rest to take pressure off all cylinders when in transport.

7.3.3 When in stow, tractor and mower width to be approximately 108 inches with 50 inch rotary cutter and approximately 12 foot high.

7.4 Safety Cage:

7.4.1 A safety cage shall be installed on right side and top of operator's position and a sloping guard or rail over entire hood area.

7.4.2 Cage to be constructed of expanded metal and permanently mounted to tractor.

7.4.3 A lexon safety glass window shall be a part of the safety cage. This window is to cover the door R.H. window and be hinged mounted so that it and the tractor window can be cleaned.

7.5 Boom:

7.5.1 Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings or greasable steel bearings.

7.5.2 Pivot pins to be a minimum of 1 1/2 inch diameter.

7.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength.

7.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength.

7.5.5. All hinge points shall be steel reinforcement.

7.5.6 Boom swing from stow position to be approximately 140 degrees forward.

7.5.7 Boom reach out to be approximately 21 feet from tractor centerline to outside edge or cutting blade arc.

7.5.8 Boom reach down to be approximately 12 feet below tractor ground level.

7.5.9 Boom mower head to be capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane.

- 7.6 Brush Head:
 - 7.6.1 Cutting width approximately 50 inches.
 - 7.6.2 **Top deck shall be A606 alloy steel or equal.**
 - 7.6.3 **Side skirts a minimum of 3/8 inch steel.**
 - 7.6.4 **Top deck to be equipped with a reinforced spindle mount plate that is made from a minimum of ½ inch thick steel.**
 - 7.6.5 Deck to have replaceable full length skid shoes.
 - 7.6.6 **Top and bottom spindle bearings shall to be a minimum of 3 1/4 inch I.D. tapered roller type and be greasable..**
 - 7.6.7 **Blades to be a minimum of 4 inch wide x 3/4 inch thick with 4 cutting edges and be made of tempered steel.**
 - 7.6.8 **Blade bolts to be minimum 1 1/2 inch diameter, Grade 5 with a Grade 5 heat treated castle nut and pin.**
 - 7.6.9 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer. Flex or chain coupling to be provided between motor and mower main spindle.
 - 7.6.10 **A front safety shield, hydraulic actuated, metal door, operational from joystick control shall be provided.**
 - 7.6.11 Cutter deck tilt movement to be approximately 160 degrees.
 - 7.6.12 Rear shield to be rubber/fabric material.
- 7.7 **Complete unit shall be delivered with all manufacturers' safety features intact.**
- 7.8 Mower to be metal primed and then painted with a finish coat of standard enamel.
- 7.9 **Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.**
- 7.10 **Advertising: Manufacturer shall attach a metal plate on the unit stating manufacture, serial number, or model number, etc. No large decals or painted advertisement is permitted.**

7.11 Preventive Maintenance and Operators Orientation/Training:

7.11.1 The manufacturer or Dealer shall provide preventive maintenance/operators orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

8.0 SPECIFICATIONS OF THE REAR MOUNTED 88" FLAIL MOWER:

8.1 It is the intent of these specifications to describe an 88 Inch Cut Heavy Duty Flail Mower which can be attached to a tractor's 3-point hitch system and be powered by the tractor's P.T.O. drive. The cutter drive may be center mounted or off-set.

8.2 Mower housing to be made of 10 gauge steel minimum with 2 each 3" square steel tubing frame members extending between end plates.

8.3 Cutting swath to be a minimum of 88 inches.

8.4 Cutter shaft shall be steel and be of no less than 5 inch O.D. tubing with a wall thickness of 3/8 inch minimum.

8.5 Blades shall be installed in pairs and mounted with replaceable hangers.

8.6 Guard for covering mower drive pulleys and belts shall be made from 3/16 inch steel plate minimum.

8.7 Mower cutter shaft shall be supported on each end with self centering tapered roll bearings with 1 15/16 inch I.D.

8.8. Bearing housing shall extend into 5 inch mower shaft which has had each end machined to receive the bearing housing.

8.9 Both of the end plates to be made of steel plate with minimum 5/16 inches thickness.

8.10 Drive gear box to be made of steel and rated at a minimum of 72 horsepower continuous, (95) horsepower intermittent.

- 8.11 Automatic belt tightener required.
- 8.12 Cutting height 1" to 6".
- 8.13 Rear roller of 6" diameter steel supported with greaseable bearings on each end.
- 8.14 Rubber flap required over rear housing opening.
- 8.15 **Mower drive system to be center mounted onto flail housing or optional off-set to overlap the grass cut that will be provided by the side mounted flail cutter. Off-set or center mounted drive to be stated on purchase order.**
- 8.16 While weight is not an assurance of quality, it does give an indication of material content. **The 88" rear mower assembly shall weigh no less than 1050 pounds. This weight must be a standard weight, not modified.**
- 8.17 **The PTO drive shaft shall be heavy duty and equipped with a clutch release device.**
- 8.18 The unit to have ½ inch steel, replaceable wear runners.
- 8.19 All drive universals to be greasable.
- 8.20 Machine to be equipped with lift chains.
- 8.21 Each unit to have one coat of metal primer and one coat of finish enamel paint.
- 8.22 **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 unit.**
- 8.23 **Advertising: Only one manufacturer's name decal, which must include the model number, may appear on the exterior of the unit. Logos created through the stamping or casting process of manufacture are also acceptable. No logos will interfere with the Divisions decal.**

9.0 SPECIFICATIONS OF A SIDE MOUNTED FLAIL CUTTER

A flail cutter with all of the aforementioned materials and with all of the same features must be available with a 24 inch offset to the right as measured from the tractor center line.

- 9.1 It is the purpose of these specifications to describe a fully hydraulic powered flail mower which can be mounted onto the right hand side of a tractor after the existing boom and cutter have been removed and that can be used for cutting grass, weeds, hedges, shrubbery, tree foliage, brush, etc. **All parts shall conform in strength, quality of material and workmanship to what is usually provided by the industry in general.** It is intended that any and all items required to complete the cutter installation be provided.
- 9.2 **Each mower shall be painted with one coat of metal primer and one coat of enamel paint.**
- 9.3 **For any offer to be considered, all items must be of a standard production configuration and be available to all in the common market place, and not a product that is modified for bid purposes.**

CONSTRUCTION:

- 9.4 **After the existing boom and cutter have been removed from the tractor, an arm shall be mounted to the tractor frame approximately midway between the front and rear wheels on the right side. The arm shall be pinned to permit vertical movement. At the end of the arm, a flail mowing attachment shall be provided and it shall be raised and lowered hydraulically by means of a system of two lifting cylinders with power provided by the hydraulic system that was used to operate the boom mower that was detached.**
- 9.5 **The flail mower shall cut a minimum of a 74 inch swath.**
- 9.6 **The flail cutter shall be equipped with a heavy duty main cutter shaft that is made of steel and is no less than 5" in diameter with a 3/8" wall thickness and the shaft shall be supported on each end with 1 15/16" I.D. minimum, self aligning, tapered roller bearings. Ball bearings are not considered adequate.**
- 9.7 **The mower shall be equipped with a cast steel hydraulic motor that is properly sized to match the hydraulic pump that powered the boom mower system that was deleted. The hydraulic motor shall drive the main cutter shaft with a system of two V-belts.**

- 9.8 **Blades shall be installed in pairs and mounted with replaceable hangers.**
- 9.9 **Guard for covering mower drive pulleys and belts to be made from 3/16 inch steel plate minimum.**
- 9.10 **Bearing housing shall extend into the 5 inch mower shaft which has had each end machined to receive the bearing housing.**
- 9.11 **The flail housing outboard end plate shall be steel and be a minimum 5/16 inch thick. The flail housing inboard end plate shall be steel and be a minimum of 1/2 inch thick.**
- 9.12 **Machine to be equipped with a 6" diameter steel roller that is supported on each end with greasable bearings.**
- 9.13 **Automatic belt tightener required.**
- 9.14 **Cutting height for roller 1" to 6".**
- 9.15 **Rubber flap required over rear housing opening.**

10.0 SPECIFICATIONF OF SIDE MOUNTED ROTARY MOWER

- 10.1 **It is the purpose of these specifications to describe a fully hydraulic powered rotary cutter which can be mounted onto the side of a tractor after the existing boom arm and cutter have been detached and that can be used for mowing grass, weeds, hedges, shrubbery, tree foliage, brush, etc. All parts shall conform in strength, quality of material and workmanship to what is usually provided by the industry in general. It is intended that any and all items required to complete the cutter installation be included.**
- 10.2 **Each mower shall be painted with one coat of metal primer and one coat of enamel paint.**
- 10.3 **For any offer to be considered, all items must be of a standard production configuration and be available to all in the common market place, and not a product that is modified for bid purposes.**

CONSTRUCTION:

- 10.4 After the existing boom and cutter have been removed from the tractor an arm shall be mounted to the tractor frame approximately midway between the front and rear wheels on the right side. The arm shall be pinned to permit vertical movement. At the end of the arm, a rotary mowing attachment shall be provided and it shall be raised and lowered hydraulically by means of a system of two lifting cylinders with power provided by the hydraulic system that was used to operate the boom mower that was detached.
- 10.5 The rotary cutter shall be driven by an oil motor which shall be reversible and have a rating of not less than 80 HP. This motor housing must be made of cast steel and be equipped with steel gears, and shall be sized to match the hydraulic pump on the tractor.
- 10.6 The rotary blade support mechanism must be attached to a main drive shaft that must be supported, on each end, with tapered roller bearings. To insure sufficient strength, this drive shaft must be a minimum of 3¼" in diameter measured in the area of both the top and bottom bearing - a tapered shaft with the top bearing inside diameter of less than 3¼" diameter is not adequate.
- 10.7 The mower shall be designed so that the rotary cutter may be operated in any position from vertical to 60° below horizontal. Further, the arm, or attaching device, must be designed so that it will lift the cutter a minimum of two feet to allow the cutter to operate over highway curbs, etc.
- 10.8 Deck Skin: 10 gauge with reinforced top and 3/8" sidewalls.
- 10.9 Motor Drive: equipped with a flex coupler located between the motor and the mower spindle to compensate for any misalignment that may develop as a result of wear from long use.
- 10.10 The machine shall be equipped with a rotary cutter that will provide a sixty (60) inch cut and is equipped with a hydraulic operated safety guard that is installed at a 20° angle so that the cutter blades may come in contact with and be able to cut (5) inch trees at the 12 o'clock and at the 2 o'clock position on said cutter head. **This configuration reduces the amount of debris exiting from the cutter that will be thrown toward the tractor or the highway. Further, the rotary cutter shall be equipped with two (2) swinging, high carbon, heat treated, steel cutting blades. Each blade shall be no less than ¾" thick and shall be no less than twenty-five (25) inches long and no less than six (6) inches wide at the most narrow point. Each blade shall be flat and sharpened**

on four (4) cutting edges and have a hole in each end so that it may be reversed (turned over and end to end) to provide four (4) cutting edges. Each blade shall have a unit weight of no less than 30 pounds.

- 10.11 The blade holding device shall be designed so that each blade is supported top and bottom in a clevis device. Each blade must be attached, through said clevis device, with a heat treated, steel bolt, or pin, with a diameter of no less than 1 ½ inches.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT

VARIOUS TYPES OF MOWERS
(CONTRACT FOR ONE OR MORE)

BOOM MOUNTED AND OPTIONAL SIDE MOUNTED HIGHWAY MOWERS
THAT SHALL BE MOUNTED ONTO A WHEEL TRACTOR THAT WILL BE SUPPLIED
BY THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS

NOTE TO BIDDER: Procurement Specification for Various Types of Mowers, 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.

X1.3 Will you install and completely service the mower(s) _____ YES _____ NO

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

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

NOTE: Vendor should type Bidder's Evaluation Report

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

A. 1 – Tractor Mounted Boom Mower _____ per unit

Make: _____ Model: _____

B. 1 – Optional Rear Flail Mower _____ per unit

Make: _____ Model: _____

C. 1 – Optional Side Flail Cutter _____ per unit

Make: _____ Model: _____

D. 1 – Optional Side Mounted Rotary Mower _____ per unit

Make: _____ Model: _____

TOTAL BID PRICE _____

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 for each mower?
_____ YES _____ NO

Describe:

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

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS – MID MOUNTED ARTICULATED HYDRAULIC POWER BOOM MOWER

X7.1 Frame:

X7.1.2 Mounting frame full length _____ inch x _____ inch x _____ inch steel tubing secured to front bolster and rear axle _____ YES _____ NO

X7.1.3 Main frame of _____ inch x _____ inch x _____ inch steel tubing bracing frame with _____ inch x _____ inch x _____ inch steel tubing main structure mounted over hood of tractor To _____ inch x _____ inch mounting rail _____ YES _____ NO

X7.1.4 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head
_____ YES _____ NO

X7.2 Hydraulic Reservoir:

X7.2.1 Unit has manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head _____ YES _____ NO

X7.2.2 Does tank have a built in oil level sight glass and thermometer _____ YES _____ NO

- X7.2.3 Is hydraulic filter capable of providing suitable filtration for system _____ YES _____ NO
- X7.2.4 Is tank equipped with shut off valves for closing when changing filter or hoses and for draining of tank _____ YES _____ NO
- X7.2.5 Is unit equipped with front mounted 39 GPM hydraulic pump to run the mower head and a 9 GPM piggyback pump to run all other functions _____ YES _____ NO
- Are pumps gear type and made of steel _____ YES _____ NO
- X7.2.6 All motor circuit hoses are _____ inch I.D. four wire braid _____ YES _____ NO
- X7.2.7 All boom hoses are securely fastened for best brush protection _____ YES _____ NO
- X7.2.8 Are deck hoses four (4) wire braid fitted with cordura sleeving for brush protection _____ YES _____ NO
- X7.2.9 Are mower controls five (5) section valve controlled through a single electronic joystick equipped with relief valves to give breakaway protection _____ YES _____ NO
- X7.3 Boom Rest:
- X7.3.1 Is a boom rest mounted to tractor to cradle boom during transport _____ YES _____ NO
- X7.3.2 Does boom rest take pressure off all cylinders when in transport _____ YES _____ NO
- X7.3.3 When in stow, tractor and mower width is _____ inches with 50 inch rotary cutter and _____ foot high _____ YES _____ NO
- X7.4 Safety Cage:
- X7.4.1 A safety cage is installed on right side and top of operator's position and a clopping guard or rail over entire hood area _____ YES _____ NO
- X7.4.2 Cage is constructed of expanded metal and permanently mounted to tractor _____ YES _____ NO
- X7.4.3 Is a lexon safety glass window part of the safety cage _____ YES _____ NO
- Does this window cover the door right hand window and be hinged mounted so that it and the tractor window can be cleaned _____ YES _____ NO
- X7.5 Boom:
- X7.5.1 Is boom of two (2) piece design with all pivot points having replaceable bronze bearings or greasable steel bearings _____ YES _____ NO
- X7.5.2 Pivot pins are _____ inch diameter

- X7.5.3** Inner boom is made of _____ inch x _____ inch x _____ inch steel tubing
_____ lb/sq. inch yield strength
- X7.5.4** Dipper boom is made of _____ inch x _____ inch x _____ inch steel tubing
_____ lb. sq. inch yield strength
- X7.5.5** All hinge points are steel reinforcement _____ YES _____ NO
- X7.5.6** Boom swing from stow position _____ degrees forward
- X7.5.7** Boom reach out _____ feet from tractor centerline to outside edge of cutting blade arc
- X7.5.8** Boom reach down _____ feet below tractor ground level
- X7.5.9** Boom mower head is capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane _____ YES _____ NO
- X7.6** Brush Head:
- X7.6.1** Cutting width _____ inches
- X7.6.2** Top deck is A606 alloy steel or its equal _____
- X7.6.3** Side skirts _____ inch steel
- X7.6.4** Top deck is equipped with reinforced spindle mount plate and is made from
_____ inch thick steel _____ YES _____ NO
- X7.6.5** Deck has replaceable full length skid shoes _____ YES _____ NO
- X7.6.6** Top and bottom spindle bearings _____ inch I.D. tapered roller type and greasable
_____ YES _____ NO
- X7.6.7** Blades are _____ inch wide x _____ inch thick with 4 cutting edges and made of tempered steel
- X7.6.8** Blade bolts are _____ inch diameter, Grade 5 with a Grade 5 heat treated castle nut and pin
_____ YES _____ NO
- X7.6.9** Motor is cast steel and sized to match the hydraulic pump proposed by mower manufacturer
_____ YES _____ NO
- Is flex or chain coupling provided between motor and mower main spindle _____ YES _____ NO
- X7.6.10** Is a front safety shield, hydraulic actuated, metal door, operational from joystick control provided
_____ YES _____ NO

- X7.6.11 Cutter deck tilt movement is _____ degrees
- X7.6.12 Rear shield is rubber/fabric material _____ YES _____ NO
- X7.7 Complete unit will be delivered with all manufacturers safety features intact _____ YES _____ NO**
- X7.8 Mower metal primed and then painted with a finish coat of standard enamel _____ YES _____ NO
- X7.9 Does unit meet or exceed OSHA of 1970 and changes in effect at time of manufacture _____ YES _____ NO**
- X7.10 Does unit meet advertising guidelines _____ YES _____ NO**
- X7.11 Preventive Maintenance and Operators Training**
- X7.11.1 Will the manufacturer or Dealer provide training required on this mower _____ YES _____ NO**
- X8.0 SPECIFICATIONS OF THE REAR MOUNTED 88" FLAIL MOWER**
- X8.1 Can the flail mower be attached to a tractor's 3-point hitch system and be powered by the tractor's PTO drive _____ YES _____ NO
Is cutter drive center mounted _____ or off-set _____
- X8.2 Mower housing is made of _____ gauge steel with 2 each 3" square steel tubing frame members extending between end plates _____ YES _____ NO
- X8.3 Cutting swath is _____ inches
- X8.4 Cutter shaft is steel and _____ inch O.D. tubing with a wall thickness of _____ inch _____ YES _____ NO
- X8.5 Blades are installed in pairs and mounted with replaceable hangers _____ YES _____ NO
- X8.6 Guard for covering mower drive pulleys and belts are made from _____ inch steel plate
- X8.7 Is mower cutter shaft supported on each end with self centering tapered roll bearings with 1 15/16 inch I.D. _____ YES _____ NO
- X8.8 Bearing housing extends into 5 inch mower shaft which has had each end machined to receive the bearing housing _____ YES _____ NO
- X8.9 Both of the end plates are made of steel plate with _____ inches thickness _____ YES _____ NO
- X8.10 Drive gear box made of steel and rated at _____ HP continuous and _____ HP intermittent _____ YES _____ NO

- X8.11 Does unit have automatic belt tightener _____ YES _____ NO
- X8.12 Cutting height: _____ inches to _____ inches
- X8.13 Rear roller is _____ inch diameter steel supported with greasable bearings on each end
_____ YES _____ NO
- X8.14 Does unit have rubber flap over rear housing opening _____ YES _____ NO
- X8.15 Is mower drive system center mounted onto flail housing or optional off-set to overlap the grass cut provided by the side mounted flail cutter** _____ YES _____ NO
- X8.16 Weight of rear mower assembly: _____ lbs. standard weight _____ YES _____ NO
- X8.17 PTO drive shaft is heavy duty and equipped with a clutch release device** _____ YES _____ NO
- X8.18 Does unit have ½ inch steel, replaceable wear runners _____ YES _____ NO
- X8.19 Are all drive universals greasable _____ YES _____ NO
- X8.20 Is machine equipped with lift chains _____ YES _____ NO
- X8.21 Does each unit have one (1) coat of metal primer and one (1) coat of finish enamel paint
_____ YES _____ NO
- X8.22 Does unit meet or exceed OSHA of 1970 and all changes in effect at time of manufacture**
_____ YES _____ NO
- X8.23 Does unit meet advertising guidelines** _____ YES _____ NO

X9.0 SPECIFICATIONS OF A SIDE MOUNTED FLAIL CUTTER

Will a flail cutter with all of the following materials and all of the same features be available with a 24 inch offset to the right as measured from the tractor center line _____ YES _____ NO

- X9.1 Can the flail cutter be mounted onto the right hand side of a tractor after the existing boom and cutter have been removed and can be used for cutting grass, weeds, hedges, shrubbery, tree foliage, brush, etc.
_____ YES _____ NO

Do all parts conform in strength, quality of material and workmanship to what is usually provided by the industry in general _____ YES _____ NO

Will all items required to complete the cutter installation be provided as needed _____ YES _____ NO

X9.2 Will each mower be painted with one (1) coat of metal primer and one (1) coat of enamel paint _____ YES _____ NO

X9.3 All items of a standard production configuration and be available to all in the common market place, and not a product modified for bid purposes _____ YES _____ NO

CONSTRUCTION:

X9.4 After existing boom and cutter have been removed from tractor, will an arm be mounted to tractor frame midway approximately midway between the front and rear wheels on right side _____ YES _____ NO

Will arm be pinned to permit vertical movement _____ YES _____ NO

At end of arm, will a flail mowing attachment be provided and be raised and lowered hydraulically by means of system of two (2) lifting cylinders with power provided by hydraulic system that was used to operate the boom mower that was detached _____ YES _____ NO

X9.5 Cut of flail mower _____ inch swath

X9.6 Will flail cutter be equipped with heavy duty main cutter shaft made of steel _____ YES _____ NO

And is _____ inches in diameter with a _____ wall thickness _____ YES _____ NO

Shaft is supported on each end with _____ inch I.D. self aligning tapered roller bearings _____ YES _____ NO

X9.7 Is mower equipped with cast steel hydraulic motor properly sized to match the hydraulic pump powered the boom mower system that was deleted _____ YES _____ NO

Does the hydraulic motor drive the main cutter shaft with a system of two (2) V-belts _____ YES _____ NO

X9.8 Are blades installed in pairs and mounted with replaceable hangers _____ YES _____ NO

X9.9 Guard for covering mower drive pulleys and belts is made from _____ inch steel plate

X9.10 Bearing housing extends into the 5 inch mower shaft which has had each end machined to receive the bearing housing _____ YES _____ no

X9.11 The flail housing outboard end plate is made of steel _____ YES _____ NO

And is _____ inch thick

The flail housing inboard end plate is made of steel _____ YES _____ NO

And is _____ inch thick

X9.12 Machine is equipped with a _____ inch diameter steel rollers supported on each end with greasable bearings _____ YES _____ NO

X9.13 Automatic belt tightener _____ YES _____ NO

X9.14 Cutting height for roller: _____ inch to _____ inch

X9.15 Rubber flap over rear housing opening _____ YES _____ NO

X10.0 SPECIFICATION OF SIDE MOUNTED ROTARY MOWER

X10.1 Can a fully hydraulic powered rotary cutter be mounted onto side of tractor after existing boom arm and cutter have been detached and be used for mowing grass, weeds, hedges, shrubbery, tree foliage, brush, etc _____ YES _____ NO

Do all parts conform in strength, quality of material and workmanship to what is usually provided by industry in general _____ YES _____ NO

Will items required to complete cutter installation be included _____ YES _____ NO

X10.2 Will each mower be painted with one (1) coat of metal primer and one (1) coat of enamel paint _____ YES _____ NO

X10.3 Will all items offered be a standard production configuration and be available to all in the common market place, and not a product that is modified for bid purposes _____ YES _____ NO

CONSTRUCTION:

X10.4 After existing boom and cutter have been removed from tractor will an arm be mounted to the tractor frame approximately midway between the front and rear wheels on right side _____ YES _____ NO

Will the arm be pinned to permit vertical movement _____ YES _____ NO

At end of arm will a rotary mowing attachment be provided and be raised and lowered hydraulically by means of system of two (2) lifting cylinders with power provided by the hydraulic system that was used to operate the boom mower that was detached _____ YES _____ NO

X10.5 Will rotary cutter be driven by an oil motor which is reversible _____ YES _____ NO

And had a rating of _____ HP

Is motor housing made of cast steel _____ YES _____ NO

Equipped with steel gears _____ YES _____ NO

Sized to match hydraulic pump on tractor _____ YES _____ NO

X10.6 Is rotary blade support mechanism attached to a main drive shaft that must be supported, on each end, with tapered roller bearings _____ YES _____ NO

The drive shaft is _____ inches in diameter measured in the area of both the top and bottom bearing, a tapered shaft with top bearing inside _____ YES _____ NO

Tapered shaft with top bearing inside diameter of _____ inches diameter

X10.7 Mower is designed so that rotary cutter may be operated in any position from vertical to 60° below horizontal _____ YES _____ NO

Is arm, or attaching device, designed so that it will lift the cutter minimum of two feet to allow the cutter to operate over highway curbs, etc. _____ YES _____ NO

X10.8 Deck Skin: _____ gauge with reinforced top and _____ inch sidewalls

X10.9 Motor Drive: Equipped with a flex coupler located between the motor and mower spindle to compensate for any misalignment that may develop as a result of wear from long use _____ YES _____ NO

X10.10 Machine is equipped with a rotary cutter that will provide a 60 inch cut _____ YES _____ NO

It is equipped with a hydraulic operated safety guard that is installed at a _____ degree angle so that the cutter blades may come in contact with and be able to cut five (5) inch trees at 12 o'clock and at the 2 o'clock position on said cutter head _____ YES _____ NO

Will this configuration reduce the amount of debris exiting from cutter that will be thrown toward tractor or highway _____ YES _____ NO

Is rotary cutter equipped with two(2) swinging, high carbon, heat treated, steel cutting blades _____ YES _____ NO

Each blade is _____ inch thick and _____ inches long and _____ inches wide at most narrow point _____ YES _____ NO

Each blade is flat and sharpened on four (4) cutting edges and have a hole in each end so that it may be reversed over and end to end to provide four (4) cutting edges _____ YES _____ NO

Unit weight of each blade _____ pounds

X10.11 Each blade holding device is designed so that each blade is supported top and bottom in a clevis device _____ YES _____ NO

Each blade is attached, through clevis device, with heat treated, steel bolt, or pin _____ YES _____ NO

Diameter of _____ inches

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: _____

Vendor Name: _____

Questions:

1. Specifications

2 Delivery

3 Invoicing

4 Award

Other:
