

VENDOR

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

# Request for

RFQ NUMBER 7012EC06

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS 304-558-0468

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201

304-472-1750

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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 <a href="https://www.state.wv.us/admin/purchase/vrc/hipaa.html">www.state.wv.us/admin/purchase/vrc/hipaa.html</a> 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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#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

## PROCUREMENT SPECIFICATIONS NO. 020-1-O

## OPEN END CONTRACT FIXED ANGLE ONE-WAY SNOWPLOW

#### 1.0 PURPOSE

It is the purpose of these specifications to describe a Fixed Angle One-Way Snowplow (hereinafter referred to as a "plow" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

#### 2.0 BIDDING PROCEDURES

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

#### 3.0 SPECIFICATIONS

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

#### 3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

#### 3.2 MANDATORY SPECIFICATIONS

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

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

#### 4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

#### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

#### 4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 135 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers.

Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

- 5.0 AWARD CRITERIA
- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications. DOH reserves the right to place multiple orders in any quantity.
- 6.0 SPECIFICATIONS AND GUIDELINES GENERAL
- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive

literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 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 and service manuals.

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

#### 6.3 TRAINING:

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

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

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

#### 6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

#### 6.5 WARRANTY AND SERVICE POLICY

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

The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

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

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

#### 6.6 EVALUATION COMMITTEE REQUIREMENTS

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

#### 6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

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

The snowplow to be a Henderson Fixed Angle One-Way snowplow or equal

- 7.1 Moldboard:
- 7.1.1 Overall Width
- 7.1.1.1 **OPTION #1 -** 10 Foot length cutting edge
- 7.1.1.2 **OPTION #2** 11 Foot length cutting edge
- 7.1.2 Overall Height:
- 7.1.2.1 Not less than 30 inches high at the low end
- 7.1.2.2 Not less than 48 inches high at the discharge end (less the snow deflector)
- 7.1.3 Moldboard Construction: 10 US Ga. 304 Stainless Steel minimum and rolled to give the snow a free rolling action. Break formed not acceptable.
- 7.1.4 Plow widths are as follows:
- 7.1.4.1 OPTION #1 Overall width shall be 10 foot cutting edge:

35 degrees at 8 feet 2 inches

#### 7.1.4.2 OPTION #2 – Overall width shall be 11 foot cutting edge:

35 degrees at 9 feet 11 inches

- 7.1.5 Vertical Ribs: Minimum of eight (8) vertical ribs, ½ inch by 3-1/2 inch f steel.
- 7.1.6 Snow Shield: An additional rubber snow shield to be provided. It should be approximately 5/16 inch x 12 inch belting and run the entire length of plow. Mounted in such a manner as not to add to overall plow height.
- 7.1.7 To be all continuously welded ribs, moldboard, and angles.
- 7.1.8 Shall be reinforced at the top and bottom edges. Top of the moldboard to be reinforced with an integrally structural channel 3-1/2 inch x 2-1/2 inch x 3/8 inch. Formed not acceptable. Bottom angle of not less than 4 inch x 4 inch x 3/4 inch angle gusseted.
- 7.2 Cutting Edge:
- 7.2.1 The cutting edge shall be sectioned, standard AASHO punched. Shall be 1/2 inch x 6 inch, full length of high carbon steel and to have 11/16 inch square holes punched with standard punching
- 7.2.2 Edge shall be replaceable and fastened by 5/8 inch, Grade 5 carriage bolts
- 7.2.3 A heavy skid shoe (4 inch x 12 inch minimum) is attached to the extreme right hand underside at the cutting edge reinforcement to support the outer end of moldboard
- 7.3 Safety Trip Mechanism:
- 7.3.1 Tripping mechanism must be attached to semi-circle and moldboard ribs. These shall be done with compression springs. Extension springs not acceptable.
- 7.3.2 Springs shall be two (2) external compression springs sitting inside (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches.
- 7.3.3 The trip mechanism must hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position.

- 7.4 Push Frame:
- 7.4.1 Push frame shall be of all welded construction designed per manufacturer's heavy duty specifications. Push frame shall be no less than 120 inches in length for 10 foot and 132 inches in length for 11 foot plow made of 4 inch x 4inch x 3/8 inch structural tube.
- 7.4.2 Moldboard to push frame connection to be by a minimum of seven (7) hinges with each hinge having a fully welded in bushing to house pin. Bushings shall be 1-1/4 inches mounted to two (2) 5/8 inch mounting ears for total bearing surface per bushing of 2-1/2 inches.
- 7.4.3 The plow push frame shall be equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inch x 5 inches feature to permit the plow to follow uneven road surfaces. Semi-Circle shall be 3-1/2 inches x 3-1/2 inches x 1/2 inches.
- 7.4.3.1 Push frame shall be equipped with a quick hitch connection system.
- 7.4.4 Fixed Angle Mechanism:
- 7.4.4.1 Shall have no power angle cylinders
- 7.4.5 Skid Shoes:
- 7.4.5.1 Caster mounted carbide mushroom type shoes, one (1) each side shall be provided.
- 7.4.5.2 Manufacturer's standard adjusting mechanism shall be included.
- 7.5 Hitch:
- 7.5.1 Designed as a universal heavy duty type unit to carry plows of weight specified when mounted on 32,000 pound class trucks minimum.
- 7.5.2 The hitch shall be a bumper to frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier.
- 7.5.2.1 Hitch shall be attached to truck's frame rails.
- 7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs minimum. Must be same size as plows reversing cylinder for WVDOH's interchangeability.

- 7.5.3 Truck Portion Hitch Attachment of WVDOH quick release design.:
- 7.5.3.1 Hitch frame height shall be 33-5/8 inches and hitch width of 26 inches
- 7.5.3.2 Hitch frame members are ½ inches x 4 inches x 4 inches structural angle or tubing. This hitch is low profile for access to the truck's engine compartment.
- 7.5.3.3 The lift arm and lift frame shall be designed to accept a 4 inch lift cylinder with nitrided cylinder tube. Cylinders pins are to be 1 inch cold rolled steel..
- 7.5.3.4 Self-storing lift arm, accomplished by pulling one (1) 1 inch pin and folding the cylinder up, allows you to re-pin to store.
- 7.5.3.5 The telescopic lift arm shall be manufactured of 4 inch x 4 inch x 3/8 inch square outer tubing and 3 inch x 3 inch x 3/8 inch square inner tubing. The lifting plate shall be 3/8 inch x 4 inch flat material and have two (2) banjo-type chain eyes able to accept ½ inch chain as well as the weight of the plow. Shall also have two (2) stabilizer arms mounted to receiver tube of telescoping arm and outside pivot of hitch.
- 7.5.4 Shall provide custom ½ inch Grade 50 or better cheek plates which are to be bolted welded or bolted to main hitch and to allow for bolting to truck's frame rail.
- 7.6 Hydraulic System: Hydraulic pressure will be supplied from the truck central hydraulic system through a lift valve and reversing valve (main bank valve) to the plow lift and reversing cylinders. The vendor shall be required to supply the following hydraulic components:
- 7.6.1 One (1) 4 inch lift cylinder with 10 inch stroke double-acting hydraulic lift cylinder (even if we only use one (1) line fitting in upper end with breather), clevis pinned top and bottom.
- 7.6.2 One (1) piece of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter and approximately ten (10) feet long. Each hose must be equipped with:
- 7.6.2.1 One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder.
- 7.6.2.2 Two (2) crimp-type hose fittings with male JIC 370 threads. One (1) to mate with swivel and the other to mate with quick coupler.
- 7.6.2.3 One (1) JIC 370 swivel 90°elbow/male JIC 370.
- 7.6.2.4 One (1) adaptor to mate bank valve port to JIC swivel.

- 7.7 Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.8 Vendor must certify that snowplow offered will comply with Occupational Safety and Health Act of 1970 and subsequent amendments.
- 7.9 It is the intention of the West Virginia Division of Highways to secure a close fitting, simple, reversible snowplow that will be designed to operate as close as possible to the vehicle pushing it, to maintain truck balance within reasonable limits.
  - Key features for acceptability will be a relatively light weight compact unit. Lift by cable acceptable providing side shifting of cable is not impeded by lift point device.
  - Vendors are cautioned that a push frame and/or hitch assembly designed without regard to overall distance of truck to front of plow which would jeopardize truck balance may be judged as not conforming to these specifications.
- 7.10 Paint: The entire unit to not be painted but rather Powder Coated in accordance with West Virginia Division of Highways requirements as follows:
- 7.10.1 The entire unit to be sandblasted and thoroughly cleaned, free of rust, grease, and scale. All surfaces are high-pressure cleaned and degreased with phosphate solution prior to powder coating.
- 7.10.2 The complete assembly to receive one (1) layer of powder coating. Front of plow may be spray coated.
- 7.10.3 The front of the plow to be given one (1) layer of powder coating Federal Yellow (No. 93-6578) DuPont Deluxe equipment enamel or equal quality powder of other manufacturer.
- 7.10.4 The rear of the plow to be given one (1) layer of powder coating of manufacturer's standard Black (Flat) equipment enamel.
- 7.10.5 The push frame and hitch to be given one (1) layer of powder coating of manufacturer's standard Black (Flat) equipment enamel. Complete coverage of the push frame and hitch is mandatory.

- 7.11 Advertising: Manufacturer shall attach a metal plate on the reverse side of moldboard stating manufacturer, series or model number, size and type of blade (approximately six (6) inch to eight (8) inch square). Date of manufacture shall also be stamped on the plate or the moldboard. No large decals or painted advertisement are permitted.
- 7.12 All loose hardware to be in a separate container for each plow and shipped with each plow.

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

#### BIDDER'S EVALUATION REPORT

## PROCUREMENT SPECIFICATIONS NO. 020-1-O

#### OPEN END CONTRACT FIXED ANGLE ONE-WAY SNOWPLOW

NOTE TO BIDDER: Procurement Specification No. 020-1-O, 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? YESNO	
	DELIVERY:  Delivery date of completed representative unit:  Calendar Days After Receipt of Purchase Ag	r greement
X4.2.2	Delivery date of balance of completed units: Calendar Days After Rec Purchase	eipt of Agreement
	NOTE: Vendor should type Bidder's Evaluation Report	

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

X5.0	AWARD CRITERIA;
X5.1	Price per unit:per unit
	SPECIFICATIONS - GENERAL  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? YESNO
	Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YESNO

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.

DESCRIPT	TION:		()	MAKE:				
M	ODEL:		YEAR:	PUR	PURCHASE AMOUNT:			
ENGINE:	MAKE:	-	MODEL:		_ FUEL TYPE: _			
	HORSEPOWER:		CYLINDER:	ENC	GINE SERIAL:			
	COOLING SYSTE	EM CAPACITY: _						
BELTS:	DESCRIPTION:			PART NUMI				
CVIV	P							
-						KEAK		
TIRES:	FRONT MAKE &	SIZE:						
	REAR MAKE & S	IZE:			8			
DIMENSIO						LENGTH:		
VENDOR (	CONTACT PERSON	I:			PHONE:			
PARTS:								
BATTERY	MAKE.		MODEL:		CCA:			
TOP OR SI	IDE POST:		DIMENSION	S: LENGTH	WIDTH	HEIGHT		
SPARK PL	LUGS OR FUEL INJI	ECTORS MAKE: _		PART #				
FUEL PUN	AP OR INJECTION I	PUMP MAKE:		MODEL:				
ALTERNA	TOR MAKE:			PARI #:				
STAKTER	MAKE:			PARI #:				
TURBO CI	HARGER MAKE:	MODI	<b>3</b>	PART #:	ATITOATANIIA	L:		
TRANS. M HYDRAUI	IAKE: LIC PUMP MAKE: _	MODE	ar:	MODEL:	_ AUTO/MANUA	L;		
	MAKE							
OIL			ENG	INE				
AIR INNE	R		TRA	NSMISSION				
AIR OUTE	ER		POW	ER STEERING				
FUEL PRI	MARY		HYD	DRAULIC				
FUEL SEC	MARY		DIFF	EKENTIALS				
COOLANI	P		BRA	KE FLUID				
HYDRAUI	LIC		COC	LANT				
OTHER			OTH	FR				

X6.3	TRAINING:		
	Will training seminar be conducted on Preventive Maintenance Training	ce, Operator an	d Mechanic ES NO
	Will you conduct training with each purchase order again		nd contract? SNO
	Will training be conducted within 2 working days from the de the individual purchase order?		
	If NO, explain time frame		
	Will an Operator's Manual be furnished directly to Train delivery of the pilot? YES NO	ing Academy	prior to the
X6.4	If you are the successful vendor, will you furnish all training projectors, required in conducting the training?	ng aids, i.e., v YE	ideos, SNO
X6.4.1	Will all manuals, booklets, etc. explaining preventive n procedures, and service schedule be delivered with eac YESNO If NO, explain	ch unit?	-
X6.5	WARRANTY AND SERVICE POLICY		
	Will the warranty and service you provide comply with all are of specifications	eas as stated in YES	
	Is warranty literature attached?	YES	NO
	Is a minimum two (2) year bumper to bumper basic parts excluding abuse and normal wear items included?  Describe:	and labor wa YES	

# X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If ac	dditional lines are needed, a efine the terms of the stand	make copies of form.) ard warranty. If not offered, so state. (Attach copy)
perfo		e performed at DOH facilities and warranty service to be presentative facility. List name and location of manufacturer's
	st locations for parts inven ability levels, if known.	tories that are within the State of West Virginia. Also, list
	uring the term of warranty, arts that bidder will sell the	list the guarantee discount to manufacturer's published list price e parts to owner.
A. B. C.	Terms: Net 60 M	flanufacturer's published list price less:       % discount         flanufacturer's published list price less:       % discount         flanufacturer's published list price less:       % discount
	aring the term of warranty, vision of Highways?	will all manufacturers or engineering improvements be submittedYESNO
6. Dı	aring the term of warranty,	list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$ per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ per mechanic hour; port to port
C.	Mileage Charge (Specify if one-way	\$ per vehicle mile ; port to port
D.	Field Mechanic Rate	\$ per mechanic hour
E.	Specify period of time the	nat prices are in effect:
F.	Surcharge for miscellan	eous 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? YESNO			
X6.7.1	Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?  YESNO			
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included?YESNO			
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.			
	Manufacturer: Model:			
X7.1	Moldboard:			
X7.1.1	Overall width:			
X7.1.1	.1 OPTION #1 feet inches length cutting edge			
X7.1.1	.2 OPTION #2 feet inches length cutting edge			
X7.1.2	Overall height:			
X7.1.2	.1 inches high at the low end			
X7.1.2	.2 inches high at the discharge end (less the snow deflector)			
X7.1.3	Moldboard Construction: US Ga. 304 Stainless Steel YESNO			

X7.1.4	Plow widths:
X7.1.4.1	OPTION #1 - Overall width 10 foot cutting edge:
	35 degrees at feet inches
X7.1.4.2	OPTION #2 - Overall width 11 foot cutting edge:
	35 degrees at feet inches
X7.1.5	Vertical Ribs: vertical ribs of 1/2 inch x 3 ½ inch f steel YES NO
X7.1.6	Snow Shield: Is an additional rubber snow shield providedYESNC
	Size of belting: and runs the entire length of plow YES NO
	Is mounted so it does not add to overall plow height YES NO
X7.1.7	Is it all continuously welded ribs, moldboard, and angles YES NO
X7.1.8	Is it reinforced at the top and bottom edgesYESNO
	Integrally structural channel reinforcing top of moldboard (Size)
	Bottom angle angle gusseted
X7.2 Cu	tting Edge:
X7.2.1	Is cutting edge section, standard AASHO punchedYESNO  Full length high carbon steel inch x inch and has 11/16 inch square holes punched with standard punching YES NO
X7.2.2	Edge is replaceable and fastened by 5/8 inch Grade 5 carriage bolts YES NO
X7.2.3	Is a heavy skid shoe (size) attached to the extreme right hand underside at the cutting edge reinforcement to support the outer end of moldboardYESNO

X7.3 Sa	fety Trip Mechanism:		
X7.3.1	Is tripping mechanism attached to semi-circle and m	oldboard ribs YES	_ NO
	Are these done with compression springs	YES	_ NO
X7.3.2	Are springs two (2) external compression springs sitt moldboard adjusting struts made from two (2) ½ inc % inch x 2.5 inch center bar with an overall length of	ch x 2.5 inch bars	
		YES	_ NO
X7.3.3	Does the trip mechanism hold the plow rigid in the p automatically when the cutting edge comes in contac return to normal plowing position		ction then
			_1,0
X7.4 Pt	ish Frame:		
X7.4.1	Is push frame of all welded construction designed peduty specifications	er manufacturer' YES	
	Push frame inches in length for 10 foot a	and	
	in length for 11 foot plow made of 4 inch structural tube YES NO	1 x 4 inch x 3/8 i1	ıch
X7.4.2	Connection of moldboard to push frame by hing fully welded in bushing to house pin	es with each hing	
	Bushings are 1 1/4 inches mounted to two (2) 5/8 inch	mounting ears f	or total
		YES	
X7.4.3	Is the plow push frame equipped with an oscillating hitch of 2 inch with push plate being 1 inch x 33 inch		
	permit the plow to follow uneven road surfaces	YES	_ NO
	Is semi-circle 3 ½ inches x 3 ½ inches x ½ inch	YES	_NO
X7.4.3.1	Is push frame equipped with a quick hitch conne	ction system	
		YES	NO

X7.4.4	Fixed Angle Mechanism:	
X7.4.4.1	Does the unit have any power angle cylindersYES	NO
X7.4.5	Skid Shoes:	
X7.4.5.1	Caster mounted carbide mushroom type shoesYES	NO
	Is one (1) on each side providedYESNO	
X7.4.5.2	Is manufacturer's standard adjusting mechanism includedYES	NO
X7.5 Hi	litch:	
X7.5.1	Is it designed a universal heavy duty type unit to carry plows of weight spewhen mounted on 32,000 pound or larger trucksYES	
X7.5.2	Is hitch bumper to frame type adaptable to any conventional truck and accommodate the tilt front end on the carrier YES NO	d to
X7.5.2.1	Is hitch attached to truck's frame rails YES NO	
X7.5.2.2	Hitch includes a lift system designed at a rated capacity of at least 8,0	
	Same size as plows reversing cylinder for WVDOH's Interchangeability YES	NO
X7.5.3	Truck portion hitch attachment of WVDOH quick release design:	
X7.5.3.1	Is hitch frame height 33 5/8 inches and hitch width 26 inchesYES	NO
X7.5.3.2	Hitch frame members are inches x inches x inches angle YES NO (OR) tubing YES NO	structura
	Is this hitch low profile for access to the truck's engine compartment YES	NO
X7.5.3.3	Is the lift arm and lift frame designed to accept a 4 inch lift cylinde nitrided cylinder tube YES	
	Cylinder pins are inch cold rolled steel YES	NO

X7.5.3.4	Is self-storing lift arm, accomplished by pulling one (1) 1 inch pin and folding cylinder up, allowing you to re-pin to store YES NO
X7.5.3.5	Is telescopic lift arm manufactured of 4 inch x 4 inch x $3/8$ inch square outer tubing and 3 inch x 3 inch x $3/8$ inch square inner tubing
	YESNO
	Is the lifting plate 3/8 inch x 4 inch flat material and has two (2) banjo-type chain eyes able to accept ½ inch chain as well as the weight of the plowYESNO
	Are there two (2) stabilizer arms mounted to receiver tube of telescoping arm and outside pivot of hitchYESNO
X7.5.4	Will custom ½ inch Grade 50 or better check plates be provided which are bolted welded or bolted to main hitch and allows for bolting to truck's framerail YESNO
	ydraulic System:  'ill you supply the following hydraulic componentsYESNO
X7.6.1	Provide one (1) 4 inch lift cylinder with 10 inch stroke double-acting hydraulic lit cylinder, (even if we only use one (1) line fitting in upper end with breather), clevis pinned top and bottom?YESNO
X7.6.2	Provide one (1) piece of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long? YES NO
	Is hose equipped with the following YES NO
X7.6.2.1	Hose equipped with one (1) quick coupler at plow end with dust cap?YESNO
	Manufacturer/Model:
X7.6.2.2	Each hose equipped with two (2) crimp-type fittings with male JIC 370 threads One (1) to mate with swivel and the other to mate with quick
	coupler? YES NO
X7.6.2.3	Each hose equipped with one (1) JIC 370 - swivel - 90°elbow/male JIC 370?YESNO
X7.6.2.4	Each hose equipped with one (1) adaptor to mate bank valve port to JIC swivel? YES NO

X7.7	Other Standard Features: List other standard features offered and not addressed above:					
X7.8	Does the proposed unit meet or exceed the OSHA of 1970 and/or subsequent changes? YES NO					
X7.9	Is push frame and/or hitch assembly designed with regard to overall distance of truck to front of plow which would jeopardize truck balance? YES NO					
	Paint: ibe proposed method of painting the unit:					
	8					
Will u	unit be sandblasted prior to painting? YES NO					
Will c	complete assembly receive one (1) layer of powder coating YES NO					
Will f	ront of plow be spray coated YES NO					
X7.10	2.5 Paint and undercoat for push frame and hitch					
	Will push frame and hitch be completely covered YES NO					
X7.11	Does the unit conform to the advertising guidelines?YESNO					
	Will all loose hardware be in separate containers for each plow and be shipped with each YES NO					

## State of West Virginia

### **VENDOR PREFERENCE CERTIFICATE**

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

1000	1.	Application is made for 2.5% resident vendor pref Bidder is an individual resident vendor and has resided ing the date of this certification; or,	ference for the reason checked: continuously in West Virginia for four (4) years immediately preced-
3		Bidder is a partnership, association or corporation reside business continuously in West Virginia for four (4) year ownership interest of Bidder is held by another individual maintained its headquarters or principal place of businesseding the date of this certification; or.	lent vendor and has maintained its headquarters or principal place of rs immediately preceding the date of this certification; or 80% of the ual, partnership, association or corporation resident vendor who has siness continuously in West Virginia for four (4) years immediately
	(4	. Bidder is a nonresident vendor which has an affiliate or	subsidiary which employs a minimum of one hundred state residents all place of business within West Virginia continuously for the four (4) ion; or,
****	2.	Application is made for 2.5% resident vendor pre Bidder is a resident vendor who certifies that, during working on the project being bid are residents of West immediately preceding submission of this bid; or,	ference for the reason checked: the life of the contract, on average at least 75% of the employees Virginia who have resided in the state continuously for the two years
600	3.	affiliate or subsidiary which maintains its headquarte	n of one hundred state residents or is a nonresident vendor with an ers or principal place of business within West Virginia employing a s that, during the life of the contract, on average at least 75% of the loyees are residents of West Virginia who have resided in the state
	4.	Application is made for 5% resident vendor prefe Bidder meets either the requirement of both subdivision	erence for the reason checked: ons (1) and (2) or subdivision (1) and (3) as stated above; or,
	5.	Bidder is an individual resident vendor who is a veteran	eference who is a veteran for the reason checked: of the United States armed forces, the reserves or the National Guard he four years immediately preceding the date on which the bid is
	6.	Bidder is a resident vendor who is a veteran of the Upurposes of producing or distributing the commodities continuously over the entire term of the project, on a	eference who is a veteran for the reason checked: nited States armed forces, the reserves or the National Guard, if, for s or completing the project which is the subject of the vendor's bid and verage at least seventy-five percent of the vendor's employees are ate continuously for the two immediately preceding years.
	requirer against	ments for such preference, the Secretary may order th	hat a Bidder receiving preference has failed to continue to meet the e Director of Purchasing to: (a) reject the bid; or (b) assess a penalty amount and that such penalty will be paid to the contracting agency ase order.
	authoriz the requ deemed	zes the Department of Revenue to disclose to the Direct uired business taxes, provided that such information d d by the Tax Commissioner to be confidential.	ny reasonably requested information to the Purchasing Division and or of Purchasing appropriate information verifying that Bidder has paid loes not contain the amounts of taxes paid nor any other information
	and ac	curate in all respects; and that if a contract is iss	ode, §61-5-3), Bidder hereby certifies that this certificate is true ued to Bidder and if anything contained within this certificate ify the Purchasing Division in writing immediately.
	Bidder:	: 8	Signed:
	Date:		Title:

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

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#### 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	7	<b>(c)</b>	
County of, to-wit:		20	
Taken, subscribed, and sworn to before me this day	y of	20	
My Commission expires	, 20	8	· '%
AFFIX SEAL HERE	NOTORY PUBLIC		

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

Please refer to the section your question is in reference to.		
Technical questions for RFQ#		
Vendor Name:	-	
Questions:	э	