



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 13 -- Equipment

Proc Folder: 117719

Doc Description: Addendum 1 Excavator for the Veterans Cemetery

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-07-09	2015-07-22 13:30:00	CRFQ 0613 VET1500000001	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 STATE EQUIPMENT, INC.  
 P.O. BOX 3939  
 CHARLESTON, WV 25339  
 (304)776-4405

2015 JUL 21 PM 4:12

WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X FEIN # 550658298 DATE 7/21/15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
VETERANS AFFAIRS 130 ACADEMY DR		VETERANS AFFAIRS 130 ACADEMY DR	
DUNBAR	WV25064	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	T4 compact Bobcat excavator or equal	1.00000	EA	\$55,623.00	\$55,623.00

Comm Code	Manufacturer	Specification	Model #
22100000	KUBOTA	EXCAVATOR	U55-4RIA

**Extended Description :**

The WV Purchasing Division for the agency, WV Department of Veterans Assistance, is soliciting bids for a one-time purchase of a compact excavator for the Donel C. Kinnard Memorial Cemetery located at 130 Academy Drive Dunbar, WV 25064, per the attached specifications.

VET1500000001	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1 Excavator for the Veterans Cemetery	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: VET15000001

Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To extend the bid opening date to July 22, 2015 at 1:30 PM EST

To provide answers to vendor questions

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: VET15000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

STATE EQUIPMENT, INC.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

7/21/15

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: STATE EQUIPMENT, INC

Authorized Signature: [Signature] Date: 7/21/15

State of WEST VIRGINIA

County of KANAWHA, to-wit:

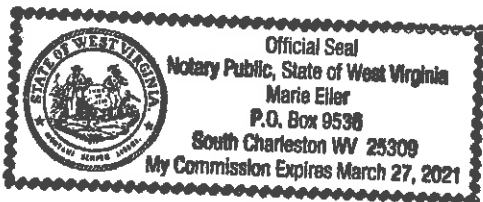
Taken, subscribed, and sworn to before me this 21<sup>st</sup> day of July, 2015

My Commission expires March 27, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Marie Eller

*Purchasing Affidavit (Revised 07/01/2012)*



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

STATE EQUIPMENT, INC.

(Company)



EDDIE ROWAN, JR. GENERAL MANAGER

(Authorized Signature) (Representative Name, Title)

(304)776-4405 (304)776-4409 7/21/15

(Phone Number) (Fax Number) (Date)



# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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:** STATE EQUIPMENT, INC.

**Signed:** 

**Date:** 7/21/15

**Title:** GENERAL MANAGER

**Warranty Coverage Effective for Units Sold 1/1/2015 - 12/31/2015**

BX, B, L series Tractors (does not include any implements, or loader/ landscaper utility tractors or BX24/BX25, see below)	24 Months or 1500 Hours (whichever occurs first) (Powertrain - 36 months or 2000 hours, whichever occurs first)
BX24, BX25 Utility Tractors (except loader, backhoe, and mower deck, see implement warranty below)	24 Months (Private Homeowner usage) 12 Months (any other usage)
Loader/Landscaper Utility Tractors (B26, L39, L45, M59) (does not include loader/backhoe, see implement warranty below)	12 Months (Powertrain - 24 months or 1500 hours, whichever occurs first)
M, MX series Tractors (does not include any implements, see implement warranty below)	24 Months or 2000 Hours (whichever occurs first) (Powertrain - 36 months or 3000 hours, whichever occurs first) (PowerKrawler tracks - 12 months or 1000 hours, whichever occurs first)
Z, F series Tractors, except ZG100 Kommander (including mower deck)	24 Months (Z700 Series Kawasaki Engine only - 36 months)*
Kommander ZG100 series (including mower deck)	48 Months or 300 Hours (whichever occurs first)*
G, GR, T series Tractors (including mower deck)	24 Months (Private Homeowner usage) 12 Months (any other usage)

\*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for details

SSV Skid Steer Loaders	12 Months (Engine - 24 months or 2000 hours, whichever occurs first)
SVL Compact Track Loaders	24 Months or 2000 Hours (whichever occurs first) (Rubber tracks - 12 months or 1000 hours, whichever occurs first)
K, KX, U, R series Excavator and Wheel Loaders	24 Months or 2000 Hours (whichever occurs first) (Rubber tracks - 12 months or 1000 hours, whichever occurs first)
RTV Utility Vehicles	12 Months
Implements and Attachments (loaders, backhoes, mower decks, etc.)	12 Months (Snowblowers, Rotary Brooms, and Blades 24 months)†
Hay Tools (disc mowers, rakes, balers, etc.) and Spreaders	12 Months (Disc mower/conditioner cutterbar and gearbox - 24 months)
Replacement Diesel Engines	12 Months (or remainder of unit warranty, whichever is longer)
Replacement parts	90 Days (or remainder of unit warranty, whichever is longer)
<b>Emissions Warranty</b> Designated units are covered by emissions warranty on certain components. See pages 12-25 for details	

†For a complete list of 24-month warranty Implements, see Kubota.com

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