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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 Quotation

DBSM63020

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL 304-558-2596

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SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

*709033540 703-667-2244
WINCHESTER EQUIPMENT COMPANY
121 INDIAN HOLLOW ROAD
WINCHESTER VA 22603

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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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office Bid Observer Building 1 Room W114 1900 Kanawha Boulevard, East Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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26757-1894 304-822-4810

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Utility Work Machine Specifications

1. Base Bid

Utility Work Machine to be a Bobcat Company Model 5600 Toolcat, or equal, equipped with the accessories, features and attachments specified herein:

Accessories & Required Features

- Diesel engine, 46 Horsepower minimum; equipped with automatically activated glow plugs, spark arrestor muffler, radiator screen, and engine monitor with shutdown system.
- Factory installed Deluxe Operator Cab including heater, air conditioning unit, interior cab
 foam, front and rear windows, accessory wire harness, dome light and electrical power
 port. Roll Over Protection Structure (ROPS) to meet requirements of SAE-J1043 and
 ISO 3471. Falling Objects Protective Structure (FOPS) to meet requirements of SAEJ1043 and ISO 3449, Level One.
- Driver seat to be adjustable suspension type, passenger seat to be adjustable cushion type; both to be equipped with three-point type seat belts.
- Full-time four-wheel drive equipped with all-wheel steer, differential lock, front and rear suspension, and 27 x 10.5-15 (6 ply) lug tread tires.
- Power steering with adjustable steering wheel.
- Driver's side armrest with Interlock Control System.
- Dual windshield wipers & washer system.
- Safety equipment to include front work lights, strobe light on top of cab, parking brake, and lift arm support.
- Instrumentation to include hourmeter with resettable job clock, speedometer, tachometer, fuel & temperature gauges, and warning lights.
- Hand throttle with cruise control.
- Two-speed transmission and variable-speed hydrostatic drive.
- Hydraulic system to have a pilot-controlled joystick with lift arm integrated float feature. System flow rate of 18 gpm and working pressure of 3000 psi. Auxiliary hydraulics to have variable flow with dual direction flow. Include hydraulic system monitor with automatic shutdown.
- Attachment system to be quick-attach type mounted to the loader. Hydraulics supplied
 by quick couplers with pressure-release system and activated by variable-rate fingertip
 controls.
- Loader section to have a minimum Rated Operating Capacity (ROC) of 1500 pounds, lift height of 84 inches minimum, maximum reach of 35 inches, minimum roll-back angle of 30 degrees, and a dump angle of 40 degrees at full lift height.
- Hydraulic dump box to be equipped with dual hydraulic cylinders, bolt-on box sides with stake pockets, quick-latch tailgate, rear window guard, and heavy duty bed liner. Dump box to have a minimum box volume of 18 cubic feet and rated for a maximum load of 2000 pounds.
- Rear receiver hitch.
- Warranty to be one (1) full year with unlimited hours.

Attachments

The following attachments are to be included in the Base Bid Price:

- 62 inch Dirt Bucket with all attachment accessories.
- Pallet Fork Frame including one (1) set of 42 inch Pallet Fork Teeth.
- 84 inch Snow Blade with attachment accessories.
- 68 inch Angle Broom with attachment accessories.
- SB200 Snowblower, 66 inch width, including 5.5 Hydraulic Motor Package and all attachment accessories.
- Sand Spreader with attachment accessories and wiring harness.

Safety and Operator Training

Vendor is to supply one (1) complete set of Safety and Operator Training videos plus one (1) full eight (8) hour day of onsite Operator Training; 8:00 a.m to 4:00 p.m...

PROPOSAL





WINCHESTER EQUIPMENT CO.

MAIN OFFICE: 121 Indian Hollow Road -- Winchester, Virginia 22603 -- Phone (540) 667-2244

BRANCH: 13125 Arto Street -- Bristow, Virginia 20136 -- Phone (703) 754-2828

TOYOTA
INDUSTRIAL EQUIPMENT

Name School for the Deat + Blub Date Juse 13,06 Address 30 East Maju St. Romney, UV. 26757 Phone (304), 822 - 4610 OUAN NEW MODEL COOPES OUAN OR SERIAL OUT. Debt At 5600 Toolcat Paluxe LABY H+AC 46 HP Hydro Day Box, AH. Contact Not #31,600 Bob At 5600 Toolcat Paluxe LABY H+AC 46 HP Hydro Day Box, AH. Contact Not #31,600 Bob At 560 Toolcat Bob At 62 Direct Hade From \$3900 Colored Street Hydro Box AH. Contact Not #31,600 Bob At 68 Angle Brown Hade From \$3900 Colored Street Hydro Box AH. Contact Not #31,600 Bob At 68 Angle Brown Box AH. Contact Not #31,600 Bob At 68 Angle Brown Box AH. Contact Not #31,600 Colored Street Hydro Box AH. Contact Not #31,600 Bob At Frame From Box AH. Contact Not #31,600 Bob At Frame From Box AH. Contact Not #31,600 Colored Street Hydro Box AH. Contact Not Hydro Box	Name _	ScV	100	FOR	the Deat + Blind Date Ju	use 13,06
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CONDITIONS

It is further understood and agreed:

The order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

- 1. The manufacturer has reserved the right to change the list price of equipment without notice and in the event that the list price of the equipment ordered hereunder is so changed, the cash delivered price, which is based on list price effective on the day of delivery, will govern in this transaction. But if such cash delivered price is increased the purchaser may, if dissatisfied with such increased price, cancel this order, in which event if a used equipment has been traded in as a part of the consideration herein, such used equipment shall be returned to the purchaser upon the payment of a reasonable charge for storage and repairs (if any) or, if the used equipment has been previously sold by the dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said equipment for sale, shall be returned to the purchaser.
- 2. If the used equipment is not to be delivered to the dealer until the delivery of the new equipment, the used equipment shall be reappraised at that time and such reappraisal value shall determine the allowance made for such used equipment. The purchaser agrees to deliver the original bill of sale and the title to any used equipment traded herein along with the delivery of such equipment, and the purchaser warrants such used equipment to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
- 3. Upon the failure or refusal of the purchaser to complete said purchase for any reason other than cancellation on account of increase in price, the cash deposit may be retained as partial payment for damages, and in the event a used equipment has been taken in trade, the purchaser hereby authorizes dealer to sell said used equipment, and the dealer shall be entitled to reimburse himself out of the proceeds of such sale, for the expenses specified in paragraph 1 above and also for his expenses and losses incurred or suffered as the result of purchaser's failure to complete said purchase.
- 4. The manufacturer has the right to make any changes in the model or design of any accessories and part of any new equipment at any time without creating any obligation on the part of either the Dealer or the Manufacturer, to make corresponding changes in the equipment covered by this order before or subsequent to the delivery of such equipment to the purchaser.
- 5. Dealer shall not be liable for delays caused by the manufacturer, accidents, strikes, fires, or other causes beyond the control of the dealer.
- 6. The price of the equipment quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the time of delivery of such equipment unless expressly so stated, but the purchaser assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.
 - 7. The selling dealer agrees to promptly perform and fulfill all terms and conditions of the owner service policy.
- 8. In case the equipment covered by this order is a used equipment, no warranty or representation is made as to the extent such equipment has been used, regardless of the hours shown on the hour meter of said used equipment.

Warranties: Any warranties as to new equipment ordered herein are the manufacturer's warranties only and not the Dealer's. Any warranties as to used equipment ordered herein shall only exist by separate writing provided to Buyer by Dealer; otherwise, used equipment sold "as is". Dealer expressly disclaims all warranties either express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Buyer shall not be entitled to recover from Seller (Dealer) any consequential damages, property damages, damage for loss of use, loss of income, or any other incidential damages.

Breach of this Agreement by Buyer shall obligate Buyer to pay Seller's (Dealer's) reasonable attorney's fees, costs, and damages caused by such breach.

RFQ No. DBSM63020

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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	WINCHEST	ER FOUT	<u> </u>	
Authorized Signatu	Ire:		Date: 6-13-6	
Authorized eignate				

No Debt Affidavit Revised 02/08/06