



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:
WELD06

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2006				

BID OPENING DATE: **05/04/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM 01						
REVISIONS WERE MADE TO THE SPECIFICATIONS AS FOLLOWS: 1. PAGE 2, #7 - THE CATALOG/PRICE LIST MAY BE UPDATED AFTER 90 DAYS. 2. PAGE 2-3, #10 - THE \$300 MINIMUM ORDER FOR F.O.B. HAS BEEN CHANGED TO \$500. THE FOLLOWING CHANGES WERE MADE TO THE PRICING PAGE: 1. ITEM# 10 & 11 - PART NUMBERS ASSIGNED TO BOTH ITEMS ATTACHMENTS: 1. WELD06 REVISED SPECIFICATIONS 2. WELD06 REVISED PRICING PAGE 3. ADDENDUM ACKNOWLEDGEMENT						

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. 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 \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
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 Virginia 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) 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.
4. 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

WELD06 Specifications

SCOPE

Products to be provided under this contract are welding products. This contract will be a discount from catalog list price. Attached is a list of the most common welding items that the State purchased in the previous year. The award shall be made to the overall low bidder.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting was held on Wednesday, April 19, 2006 at 11:00 a.m. The meeting was held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Only vendors who were represented at this meeting shall be considered for an award. No person can represent more than one bidder.

General Information

1. All products bid, furnished and delivered must be listed in a current catalog(s) that contains product lines broad enough to meet the needs of the State of West Virginia. Each item bid on the pricing page from the catalog must be identified by a reference number.
2. Vendor shall quote a percentage discount listed in the price list(s)/catalogs submitted. Vendor should identify the price list category that can be used to verify the prices stated on the bid. The state prefers a single percentage discount from the price list / categories, but will consider bids containing different percentage discounts for different brands, lists or categories of supplies. Vendors **MAY** submit alternate bids using a separate or additional price list(s). All brands of the same items in the discount category must have the exact same discount. (For example, if "Welding Electrodes" on the pricing page has a discount of 40% for a particular brand, EVERY welding electrode sold of that brand must have the 40% discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any product not identified by a category discount shown. For evaluation purposes, an estimate of quantity has been inserted to give the miscellaneous category a value in the bid evaluation. **NOTE:** The category discount (by brand) must be for all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

WELD06 Specifications

Bidders should mark the items in the catalogs/pricing pages that appear on the pricing pages, to assist in the evaluation and verification of the bids. Vendors are requested to type the pricing pages. This is an excel document and is on the enclosed diskette. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of size.

3. If any discrepancies exist in the prices and the bid schedule and the actual price list and percentage discount bid, the actual price list and percentage bid shall prevail and be corrected by the buyer for evaluation purposes. Such catalog(s)/price list(s) will be used with any resulting contract.
4. Successful vendor shall provide catalogs/price lists, at no charge, upon request to various state agencies. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator.
5. Bidders shall complete the pricing on "WELD06 Pricing Pages". Bidders should complete all columns and information requested. This is a list of items anticipated to be purchased. Quantities for each item represent the approximate volume of anticipated purchases. No future use of contract is guaranteed or implied. The discount rate must be extended to all items found and ordered from the price list. The "unit price" must be the final price that will be charged to the State of West Virginia.
6. The lowest cost, most complete, bid shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The contract awarded shall be based on the entire catalog; exceptions are items that are covered by other specific contracts.
7. The catalog/price list may be updated after 90 days. Any pricing changes must be substantiated by documentation from the suppliers. All price increases shall be "pass-through" costs. The discount from list shall remain firm for the life of the contract. At any time, if the increases are not acceptable, Purchasing may decline and re-bid the commodity.
8. Quantity is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage.
9. Orders shall be delivered within five (5) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

WELD06 Specifications

10. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$500.00. For orders less than \$500.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$500.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
11. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
12. The successful bidder shall not sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
13. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
14. Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid. **Welding electrodes delivered against this order must be included on the West Virginia Division of Highways approved list of Welding Electrodes current at the time of delivery. Copies of the approved list is attached; and can be viewed on the internet at:**

http://www.wvdot.com/10_contractors/aspl/electrodes.htm ;

or by contacting West Virginia Division of Highways at (304) 558-2905.
15. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top 50 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
16. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.
17. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. This is not a mandatory requirement.

WELD06 Specifications

Reminders to Bidders:

Prior to submitting bids, bidders are cautioned to comply with all mandatory bid requirements.

Bidders shall quote a single discount from price list for all items or shall quote a discount from list by category and brand. If multiple category discounts are given, bidders **MUST** offer a "miscellaneous" discount category for all items that may not be included in the category discount list.

Include dated and numbered catalog/price list. The successful bidder will be required to submit one additional prior to award.

Complete the Pricing Pages – including the name and other requested information on the contract coordinator to respond to agency inquiries on using the contract.

If the price list makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 7.

VENDOR INVOICING

Vendor's invoices must be submitted an original, and contain the following:

- 1) State Contract Order (SCO) number and this contract number WELD06.
- 2) Total quantity and unit price with the total cost of each type of material furnished.

NOTE: Under no circumstances will any agency accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract purchase order.

WELD06 Pricing Spreadsheet		Vendors should complete all columns.									
Item #	Description	Est. Purchase Qty.	Equal To	Brand	Required Sz./Wt.	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Net Unit Price	Total
WELDING ELECTRODES											
1	E-7018 Alloy Rod - 50#	3,250	EDM1318-7184	Lincoln Excalibur	1/8"						
2	Lincoln #6013 - 50#	600	EDM13182454	Lincoln FW 37	1/8"						
3	Alloy Rod #7018 - 50#	2000	EDO28281	Lincoln Excalibur	1/8"						
4	E-7018 Electrodes - 50#	1100	EDO28282	Lincoln Excalibur	5/32"						
5	Mig Spool Wire AWS Class E70S-3	200	EDM23347543	Lincoln Murex	.35 solidX12"OD						
TORCH & ASSOC. PARTS											
6	Cutting Torch Type 1, Heavy Duty	30	0381-1486	Victor	Model SST 2600FC						
7	Cutting Head	15	0381-0816	Victor	CA2460 / 90 DEG						
8	Handle for Combo Torch	10	0382-0034	Victor	315C						
9	3-Way Flint Striker	75	-	-	-						
CUTTING TIPS											
10	Victor cutting tip	60	VIC0330-0005		LENGTH 3"						
11	Victor cutting tip	170	VIC0330-0006								
CABLE & LEADS											
12	Copper strand / oil tempered oil jacket, heavy duty, resists effects of oil, heat, cold, chemicals, & mechanical abuse	100	2/0		3332 X 34						
13	Copper strand / oil tempered oil jacket, heavy duty, resists effects of oil, heat, cold, chemicals, & mechanical abuse	400	1/0		2646 X 34						
MISC. ACCESSORIES											
14	Tip Cleaner Set (12 - drill sz. 49-75) w/file	120	OKI		MFG.# TC-1						
15	Electrode Cleaner 500 amp fully insulated - Class 1M4003 w/mechanical pressure rod lock for 1/4" diameter w/removable head assy.	80	Weldmark		500 Amp Holder						
16	Ground Clamp	50	Weldmark		GR500						
17	Regulator, Oxygen: HD, brass body & cap -2 1/2" single stage gauge - range = 0-125 PSIG, VGA540	30	Victor 450		0781-0527						
18	Twin Hose: Oxygen/Acetylene 1/4"X50' B connectors on both ends	30	DAYCO		712NLF 600						

WELD06 Pricing Spreadsheet		Vendors should complete all columns.										
Item #	Description	Est. Purchase Qty.	Equal To	Brand	Required Sz./Wt.	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Net Unit Price	Total	
	PROTECTIVE EQUIPMENT	EST. USAGE	BRAND	MFG. #								
19	Goggles w/shade options 3-5, weld-safe lens	40	SELLSTROM	85150								
20	Hood - Fiber metal, Tiger #990 - 4 X 5 lift plate w/adjustable ratchet-type head band	40	Fibre Metal	990								
21	Hood - Fiber metal, Tiger #906 - 2 X 4 lift plate w/adjustable ratchet-type head band	25	Fibre Metal	906								
22	Long Life Cover Plates - 4 X 5	70	Weldmark	1010146								
23	Long Life Cover Plates - 2 X 4	225	Weldmark	1010016								
24	Gloves	350	REVCO	112								
25	Leather Cape Sleeves - Large	35	Weldmark	882004								
26	Leather Welding Jacket - Large	20	N/A	N/A								
27	Face Shields w/Ratchet Headband	20	Weldmark	HG45								
28	Face Shield Windows	30	Weldmark	808150								
	CHIPPING HAMMERS	EST. USAGE	BRAND	MFG. #								
29	Cross Chisel & Pick	15	Atlas	ATL-0JCP								
30	Tomahawk Chisel Coil Handle	15	Atlas	ATLS-20								
	GRINDING WHEEL	EST. USAGE	BRAND	MFG. #								
31	4 1/2" X 1/4" Discs	250	Sait	20060								
32	7" X 1/4" Discs	150	Sait	20086								
	List Discount Percentages:											
	(Use additional sheets if needed for number of discount percentages being offered.)											
	Category	% Disc.										
	WELDING ELECTRODES	%										
	TORCH & ASSOC. PARTS	%										
	CUTTING TIPS	%										
	CABLE & LEADS	%										
	MISC. ACCESSORIES	%										
	PROTECTIVE EQUIPMENT	%										
	CHIPPING HAMMERS	%										
	GRINDING WHEELS	%										
	Vendors should complete the contract coordinator information below:											

WELD06 Pricing Spreadsheet		Vendors should complete all columns.									
Item #	Description	Est. Purchase Qty.	Equal To	Brand	Required Sz./Wt.	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Net Unit Price	Total
VENDOR NAME: _____ PHONE: _____											
CONTACT PERSON: _____ FAX: _____											
(Please print)											
EMAIL: _____											
AUTHORIZED REPRESENTATIVE: _____ (Date)											
(Signature)											
AUTHORIZED REPRESENTATIVE: _____											

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor:	Spending Unit:		

Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date