



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
707EC006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 09/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/04/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	1	EA		370-33		
				TRAILER MOUNTED ASPHALT KETTLE		
***** THIS IS THE END OF RFQ 707EC006 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 \$125.00 registration fee.
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 seiler.
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 §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.
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. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

ADDENDUM #1
707EC006

OPEN END CONTRACT
TRAILER MOUNTED ASPHALT KETTLE

CHANGES TO SPECIFICATIONS:

FROM:

- 4.0 REPRESENTATIVE UNIT FOR TEST (2nd Sentence)
If requested, the time period for testing and evaluation shall be seven (7) calendar days following receipt of the unit.

TO:

- 4.0 REPRESENTATIVE UNIT FOR TEST (2nd Sentence)
If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit.

FROM:

- 4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor

TO:

- 4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection should be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

FROM:

- 8.2.8 Total weight of unit (less material in tank) to be approximately 3,500 lbs

TO:

- 8.2.8 Total weight of unit (less material in tank) to be no less than 3,500 lbs.

FROM:

- 8.6.2 Total area exposed to the burner should be a minimum of 6,560 square inches (45.5 square feet)

TO:

- 8.6.2 Total area exposed to the burner shall be a minimum of 6,560 square inches (45.5 square feet)

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FROM:

8.6.3 The material tank should have a minimum of 5,708 square inches (39.6 square feet) of contact with the heat transfer oil.

TO:

8.6.3 The material tank shall have a minimum of 5,708 square inches (39.6 square feet) of contact with the heat transfer oil.

FROM:

8.11.6 Coolant system shall be filled with permanent type anti-freeze rated to a minus 40° F

TO:

8.11.6 Coolant system shall be filled with permanent type Dex-Cool extended life or equal anti-freeze rated to a minus 34° F.

FROM:

8.11.9 Unit should provide a minimum 30 U.S. gallon fuel tank for operation of diesel engine and burner.

TO:

8.11.9 Unit shall provide a minimum 30 U.S. gallon fuel tank for operation of diesel engine and burner.

ADDENDUM #1
707EC006

OPEN END CONTRACT
TRAILER MOUNTED ASPHALT KETTLE

CHANGES TO BIDDER'S EVALUATION REPORT:

- X4 0 REPRESENTATIVE UNIT FOR TEST – NO CHANGE REQUIRED
- X4.2 DELIVERY OF COMPLETED REPRESENTATIVE UNIT – NO CHANGE REQUIRED
- X8 2 8 NO CHANGE REQUIRED
- X8.6.2 NO CHANGE REQUIRED
- X8.6.3 NO CHANGE REQUIRED
- FROM:
X8 11.6 Is coolant system filled with permanent type anti-freeze rated to a minus 40°F
- TO:
X8 11.6 Is coolant system filled with permanent type Dex-Cool extended life (or equal) anti-freeze rated to a minus 34°F.
- X8.11.9 NO CHANGE REQUIRED

SIGN IN SHEET

RF# 707EC006
Date 9/21/06

Firm & Representative Name:	Mailing Address:	Phone&Fax#:
1 <u>WZTRACOR</u> <u>Gary Gray</u>	<u>P.O. Box 473</u> <u>CHARLESTON WV 25322</u>	P <u>346-5301</u> <u>346-5305</u>
2 <u>JTB Material & Supply</u> <u>Michael Leahy</u>	<u>P.O. Box 5293</u> <u>AKRON, OH 44334-0293</u>	<u>330-922-3630</u> <u>330-922-8070</u>
3 <u>Fieri Surface</u> <u>Anderson Equip.</u>	<u>P.O. Box 3109</u> <u>Chas. WV 25313</u>	<u>304-756-2800</u> <u>304-756-2799</u>
4 <u>Faen Coakwell</u> <u>Don Weese</u>	<u>DOH</u>	
5 _____		
6 _____		
7 _____		

Please print or write legibly!
Your Fax # is essential to contact you timely!