



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
707EC014

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/19/2006				

BID OPENING DATE: 11/29/2006 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		755-10		
1500 GL.ASPHALT DISTRIBUTOR MOUNTED ON A 32,000 GVW						
***** THIS IS THE END OF RFQ 707EC014 ***** 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 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 §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  
707EC014

OPEN END CONTRACT

1500 GALLON ASPHALT DISTRIBUTOR  
MOUNTED ON A 32,000 GVW CHASSIS CAB TRUCK

CHANGES TO SPECIFICATIONS:

FROM:

- 4.0 REPRESENTATIVE UNIT FOR TEST (1<sup>st</sup> Sentence)  
The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on the first order only to insure compliance with specification.

TO:

- 4.0 REPRESENTATIVE UNIT FOR TEST (1<sup>st</sup> Sentence)  
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.

FROM:

- 4.2 DELIVERY (3<sup>rd</sup> 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 (3<sup>rd</sup> Paragraph)  
A completed pilot model for inspection must be provided within 120 calendar days after the date of the purchase agreement by the successful vendor.

FROM:

- 6.5 WARRANTY AND SERVICE POLICY (2<sup>nd</sup> Paragraph)  
Minimum two (2) year basic bumper to bumper warranty shall be included with the unit.

TO:

- 6.5 WARRANTY AND SERVICE POLICY (2<sup>nd</sup> Paragraph)  
Minimum two (2) year basic bumper to bumper warranty shall be included with the unit and truck.

Page 2  
707EC014

FROM:

7.6 Instruments: Manufacturer's gauges; to feature warning lights, buzzers, or area of unsafe operation in red background to inform operator when operating conditions are exceeded.

TO:

7.6 Instruments: Manufacturer's gauges; to feature warning lights and/or buzzers and/or area of unsafe operation in red background to inform operator when operating conditions are exceeded.

FROM:

7.6.11 Rear view mirrors are to be dual, heated west coast type, approximate size 16 inches adjustable, with convex mirror, stainless steel or aluminum housing and mounting brackets.

TO:

7.6.11 Rear view mirrors are to be dual, heated west coast type, approximate size 7 x 16 inches adjustable, with convex mirror with powder coat finish, stainless steel, or aluminum or composite housing and mounting brackets.

FROM:

7.7.6 Engine block heater with minimum 1250 watts, 120 v rating to include weather proof spring loaded cap over plug.

TO:

7.7.6 Engine block heater with minimum 1000 watts, 115 v rating to include weather proof spring loaded cap over plug.

FROM:

7.17.2 Compressor: Manufacturer's selected model, 13.2 CFM minimum

TO:

7.17.2 Compressor: Manufacturer's selected model, 12.9 CFM minimum

Page 3  
707EC014

FROM:

8.1.10 The circulating system shall have provision for easy draining independently of the pump and for flushing and cleaning.

TO:

8.1.10 The circulating system shall have provision for easy draining independently of the tank/pump, and for flushing and cleaning.

FROM:

8.2.4.1 A twenty inch manhole to be located inside the well with a hinged, quick-opening cover and fitted with a high temperature gasket.

TO:

8.2.4.1 A twenty inch manhole to be located inside the well with a hinged, quick-opening cover and fitted with a high temperature gasket. Must meet current Federal roll over requirements. (Reference 8.2.7)

ADDENDUM #1  
707EC014

OPEN END CONTRACT

1500 GALLON ASPHALT DISTRIBUTOR  
MOUNTED ON A 32,000 GVW CHASSIS CAB TRUCK

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.0 NO CHANGE REQUIRED

X4.2 NO CHANGE REQUIRED

FROM:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included with unit and truck  
\_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X7.6 Are manufacturers gauges equipped with warning lights, buzzers, or are of unsafe operation in red background to inform operator when operating conditions are exceeded?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X7.6 Are manufacturers gauges equipped with warning lights and/or buzzers and/or area of unsafe operation in red background to inform operator when operating conditions are exceeded?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X7.6.11 Rear view mirrors dual heated west coast type, 16 inch adjustable, with convex mirror and constructed of stainless steel or aluminum housing and mounting brackets?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X7.6.11 Rear view mirrors dual heated west coast type, 7x16 inch adjustable, with convex mirror with powder coat finish, and stainless steel, aluminum, or composite housing and mounting brackets?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Page 2  
707EC014

FROM:

X7.7.6 Engine block heater \_\_\_\_\_ watts? 12 v rating that includes weather proof spring loaded cap over plug \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X7.7.6 Engine block heater \_\_\_\_\_ watts 115 v rating that includes weather proof spring loaded cap over plug \_\_\_\_\_ YES \_\_\_\_\_ NO

X7.17.2 NO CHANGE REQUIRED

FROM:

X8.1.10 Does the circulating system have provision for easy draining independently of the pump and for flushing and cleaning? \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.1.10 Does the circulating system have provision for easy draining independently of the tank/pump, and for flushing and cleaning? \_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X8.2.4.1 Manhole Size \_\_\_\_\_ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.2.4.1 Manhole size \_\_\_\_\_ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? \_\_\_\_\_ YES \_\_\_\_\_ NO

Does it meet current Federal roll over requirements? \_\_\_\_\_ YES \_\_\_\_\_ NO

# SIGN IN SHEET

Page \_\_\_ of \_\_\_

RFQ# 707ECO14  
Date 11-16-06

Firm & Representative Name:

Mailing Address:

Phone&Fax#:

1. Shelly Murray St. Purchasing

P 558 8801

F \_\_\_\_\_

2. WV TRACTOR P.O. Box 473

346-5301

Cary Grady CHARLESTON WV 25302

346-5305

wvtractor@msm.com

3. SHANE HALL Purchasing

558-8803

4. Anderson Equipment P.O. Box ~~3109~~ 3109

756-2800

Teri Surface Chas, WV 25331

756-2799

tsurface@andersonequip.com

5. Karen Cochran DOH

6. Don Reese DOH

7. \_\_\_\_\_

Please print or write legibly!

Your Fax # is essential to contact you timely!



DBS PS

REQUISITION HEADER AND LINE COMMENTS

RCM

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_ 10/26/2006 10:53:46  
REQUEST: \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

=====

BUY ENTITY: PUR REQUISITION NO: 707EC011

CATALOG NO: \_\_\_\_\_ ITEM NO: e10 BEGINNING SEQUENCE NUMBER: \_\_\_\_\_

A/B C/D	REQ. LINE	SEQ NO.	COMMENTS/SPECIFICATIONS/INSTRUCTIONS	PRINT LINE
		95	EXHIBIT 10	Y
		100		Y
		105	REQUISITION NO.: .....	Y
		110		Y
		115	ADDENDUM ACKNOWLEDGEMENT	Y
		120		Y
		125	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED	Y
		130	ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY	Y
		135	PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	Y
		140		Y
		145	ADDENDUM NO.'S:	Y
		150		Y
		155	NO. 1 .....	Y
		160		Y
		165	NO. 2 .....	Y
		170		Y
		175	NO. 3 .....	Y
		180		Y
		185	NO. 4 .....	Y
		190		Y
		195	NO. 5 .....	Y
		200		Y
		205	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE	Y
		210	ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.	Y
		215		Y
		220	.....	Y
		225	SIGNATURE	Y
		230		Y
		235	.....	Y
		240	COMPANY	Y
		245		Y
		250	.....	Y
		255	DATE	Y
		260		Y
		265		Y
		270	REV. 11/96	Y

# 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:**

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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](http://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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_