



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
707EC018

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 02/13/2007	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
----------------------------	---------------	----------	-------	---------------

BID OPENING DATE: 02/21/2007 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		765-64		
	2.3			CUBIC YARD ABRASIVE & CHEMICAL SPREADER		
***** THIS IS THE END OF RFQ 707EC018 ***** 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
707EC018

OPEN END CONTRACT

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

CHANGES TO SPECIFICATIONS:

CHANGE TITLE FROM:

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE AND CHEMICAL
SPREADER (SELF CONTAINED)

CHANGE TITLE TO:

2.3 CUBIC YARD STRUCK CAPACITY STAINLESS STEEL DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

1.0 CHANGE FROM:

It is the purpose of these specifications to describe a 2.3 Cubic Yard Struck Capacity Demountable Abrasive and Chemical Spreader (Self Contained) (hereinafter referred to as a "spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an open end contract basis.

CHANGE TO:

It is the purpose of these specifications to describe a 2.3 Cubic Yard Struck Capacity Stainless Steel Demountable Abrasive and Chemical Spreader (Self Contained) (hereinafter referred to as a "spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an open end contract basis.

4.2 DELIVERY (1ST PARAGRAPH)

FROM:

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia 26201.

TO:

Delivery point of the complete representative unit with all associated parts will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia 26201.

Page 2
707EC018 – Add #1

4.2 DELIVERY (2ND PARAGRAPH – CHANGE TO 2ND SENTENCE ONLY)

FROM:

Delivery is preferred within 30 days

TO:

Delivery is preferred within 60 days

4.2 DELIVERY (3RD PARAGRAPH)

FROM:

A completed pilot model for inspection must be provided within 15 calendar days after the date of the purchase agreement by the successful vendor.

TO:

A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

6.3 TRAINING (2ND PARAGRAPH)

FROM:

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

TO:

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

6.5 WARRANTY AND SERVICE POLICY (2ND PARAGRAPH)

FROM:

A mandatory minimum two (2) year bumper to bumper basic warranty is required for this unit.

TO:

A mandatory minimum two (2) year bumper to bumper basic warranty including parts and labor is required for this unit.

Page 3
707EC018 – Add #1

7 4 4 FROM:
Overall height to be approximately 34 inches.

TO:
Overall height to be approximately 37 inches.

7 4 . 7 NO CHANGE
UPPER LEVEL MANAGEMENT HAS MADE DECISION TO LEAVE AS WRITTEN

ADDENDUM #1

707EC018

OPEN END CONTRACT

2 3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

CHANGES TO BIDDER'S EVALUATION REPORT:

CHANGE IN TITLE: No change required

X1 0 PURPOSE: No Change Required

X4 2 1 FROM:

Delivery date of completed representative unit: _____ calendar days after date of purchase agreement

TO:

Delivery date of complete representative unit with all associated parts: _____ calendar days after date of purchase agreement

X4 2 2 No change Required:

Delivery date of balance of completed units: _____ calendar days after date of purchase agreement.

X6 3 TRAINING:

FROM (5TH SENTENCE:

Will an Operator's Manual be furnished to the Training Academy? ___ YES ___ NO

TO:

Will an Operator's Manual be furnished directly to the Training Academy prior to the delivery of the pilot? _____ YES _____ NO

Page 2
707EC018 Add #1

X6.5 WARRANTY AND SERVICE POLICY (3RD PART)

FROM:

Is a minimum two (2) year bumper to bumper basic warranty included? YES NO

TO:

Is a minimum two (2) year bumper to bumper parts and labor basic warranty including included? YES NO

X7.4.4 No Change Required

Overall height: feet inches

X7.4.7 No Change

Gauge of 304 stainless steel in sides and endgates is gauge

SIGN IN SHEET

RFQ # 707EC018

Date: 2/9/07

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1 WEST VIRGINIA TRACTOR P.O. BOX 473 P 346-5301
GARY GRADY CHARLESTON WV 25322 F 346-5305
 E-mail _____

2 Benson Mindem Wells WV P 304-489-9020
Bubba Smith F 304-489-2828
 E-mail _____

3 L.H. JONES EQUIPMENT 1825 EARL CONC RD. P 304 292 1307
LEN HANCOCK Morgantown, WV 26705 F 304 292 6641
 E-mail LEN@LHJONES.COM

4. _____ P _____
 _____ F _____
 E-mail _____

5. _____ P _____
 _____ F _____
 E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 8	Req. or P.O. No.: 707EC018
Spending Unit:		

Vendor:

Requisition No.: 707EC018

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) may be cause for rejection of bids..

Signature

Company

Date