



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
707EC019

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		765-66		
	9			CUBIC YARD STAINLESS STEEL DEMOUNTABLE SPREADER		
***** THIS IS THE END OF RFQ 707EC019 ***** 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.

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**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  
707EC019

OPEN END CONTRACT

9 CUBIC YARD STAINLESS STEEL  
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGES TO SPECIFICATIONS:

CHANGE TITLE FROM:

9 CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGE TITLE TO:

9 CUBIC YARD 304 STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

1 0 PURPOSE:

CHANGE FROM:

It is the purpose of these specifications to describe a 9 Cubic Yard Stainless Steel Demountable Abrasive and Chemical Spreader (Hydraulic) (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 9 Cubic Yard 304 Stainless Steel Demountable Abrasive and Chemical Spreader (Hydraulic) (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 (1<sup>ST</sup> 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.

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707EC019 Add #1

6.3 TRAINING (2<sup>ND</sup> 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 (2<sup>ND</sup> 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 parts and labor warranty is required for this unit.

7.5.8 FROM:

The chain drive shall be through 1 1/2" sprockets and shafting front and rear.

TO:

Chain driven by 6 tooth drop forged steel sprockets and 1 1/2" alloy steel front and rear.

7.6.3 FROM:

Spinner shall be vertically adjustable approximately 16" and provide approximately a 20" to 32" spinner position below the mounting surface

TO:

Spinner shall be vertically adjustable approximately 16" and provide approximately a 20" to 38" spinner position below the mounting surface.

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707EC019 Add #1

7 11.3 (CHANGE TO 2<sup>nd</sup> SENTENCE ONLY)

FROM:

The rear manifold will have attached to it one (1) 3/4" I D pressure line with 3/4" quick disconnect, one (1) 2" I.D. pressure line with 2" quick disconnect, one (1) 1" I D return line with 1 1/4" quick disconnect.

TO:

The rear manifold will have attached to it one (1) 3/4" I D pressure line with 3/4" quick disconnect, one (1) 1/2" I.D. pressure line with 1/2" quick disconnect, one (1) 1" I D return line with 1 1/4" quick disconnect.

ADDENDUM #1  
707EC019

OPEN END CONTRACT

9 CUBIC YARD STAINLESS STEEL  
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGES TO BIDDER'S EVALUATION REPORT:

CHANGE IN TITLE:

9 CUBIC YARD 304 STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL  
SPREADER (HYDRAULIC)

X4.2.1 DELIVERY (1<sup>ST</sup> PARAGRAPH):

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

X6.3 TRAINING (5<sup>TH</sup> SENTENCE ONLY)

FROM:

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  
delivery of pilot? \_\_\_\_\_ YES \_\_\_\_\_ NO

X6.5 WARRANTY AND SERVICE POLICY (3<sup>RD</sup> SENTENCE) – No Change Required

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

Page 2  
707EC019 Add #1

X7 5 8 FROM:

Is the chain drive through 1 1/2" sprockets and shafting front and rear? \_\_\_ YES \_\_\_ NO

TO:

Is chain driven by 6 tooth drop forged steel sprocket? \_\_\_ YES \_\_\_ NO

And 1 1/2" alloy steel shaft front and rear \_\_\_ YES \_\_\_ NO

If not, specify \_\_\_\_\_

X7 6 3 No Change Required

Is the spinner vertically adjustable to a full 16 inches? \_\_\_ YES \_\_\_ NO

And \_\_\_\_\_ inch spinner position below mounting surface?

X7.11 3 (2<sup>nd</sup> SENTENCE ONLY)

FROM:

Will the rear manifold have attached to it one (1) 3/4" I.D. pressure line with 3/4" quick disconnect, one (1) 2" I.D. pressure line with 2 inch quick disconnect, one (1) 1" I.D. return line with 1 1/4" quick disconnect and disconnects will be "VH" series snap-tite  
\_\_\_ YES \_\_\_ NO

TO:

Will the rear manifold have attached to it one (1) 3/4" I.D. pressure line with 3/4" quick disconnect, one (1) 1/2" I.D. pressure line with 1/2" quick disconnect, one (1) 1" I.D. return line with 1 1/4" quick disconnect and disconnects will be "VH" series snap-tite  
\_\_\_ YES \_\_\_ NO

SIGN IN SHEET  
RFQ # 707EC019  
Date: 2-9-07

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1 UNTRACTOR  
GARY GRADY

P.O. BOX 473  
CHARLESTON WV

P 346-5301  
F 346-5305

25322  
E-mail untractor@msn.com

2 BENSEN  
Bubba Smith

Mineral well wv

P 489-9020  
F 489-2828

E-mail RSmith@bensonintl.com

3 LH Jones Equip.  
LEN HANCOCK

1825 EARL Cone Rd.  
Morgantown, wv 26505

P 304 292 1307  
F 304 292 6691

E-mail \_\_\_\_\_

4 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_  
F \_\_\_\_\_

E-mail \_\_\_\_\_

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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.: 707EC019
Spending Unit:		

Vendor:

Requisition No.: 707EC019

### 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