



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 |
|------------|
| 708EC001 |

| 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 |
|------------------------------|---------------|--------------------------|--------|---------------|
| 10/05/2007 | | | | |
| BID OPENING DATE: 10/24/2007 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|---|------------|--------|
| | | | | ADDENDUM NO. 5 | | |
| | | | | CHANGES TO THE BIDDER'S EVALUATION REPORT ATTACHED. | | |
| | | | | BID OPENING DATE AND TIME CHANGED | | |
| | | | | FROM: POSTPONE UNTIL FURTHER NOTICE | | |
| | | | | TO: 10/24/07 AT 1:30 P.M. | | |
| | | | | NO OTHER CHANGES | | |
| 0001 | 1 | EA | | 020-66 | | |
| | | | | 2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS | | |
| | | | | ***** THIS IS THE END OF RFQ 708EC001 ***** 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 may be deemed null and void, and 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 #5

708EC001

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/ SIDE FLAIL MOWER

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

5.0 AWARD CRITERIA:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower,
grass rotary mower and side flail mower) including mandatory minimum 2 year
warranty in quantities:**

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear
items and misuse: \$ _____ per unit

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear
items and misuse: \$ _____ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear
items and misuse: \$ _____ per unit

Grass Rotary Mower Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear
items and misuse: \$ _____ per unit

Side Flail Mower Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

TO:

5.0 AWARD CRITERIA:

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:

**1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit**

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit



OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit



Universal Mid Mounted Articulated Boom Mower Only:

1-5 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

6-10 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

11-20 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

21 and over _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

Grass Rotary Mower Only:

1-5 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

6-10 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

11-20 _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

21 and over _____ per unit WITH hydraulics and controls
 _____ per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

Side Flail Mower Only:

1-5 _____ per unit WITH hydraulics and controls
_____ per unit LESS hydraulics and controls

6-10 _____ per unit WITH hydraulics and controls
_____ per unit LESS hydraulics and controls

11-20 _____ per unit WITH hydraulics and controls
_____ per unit LESS hydraulics and controls

21 and over _____ per unit WITH hydraulics and controls
_____ per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit