



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  
 708EC007

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 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 12/11/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME CHANGED		
				FROM: POSTPONE UNTIL FURTHER NOTICE		
				TO: 12-27-07 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		550-96		
				TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD		
***** THIS IS THE END OF RFQ 708EC007 ***** 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.

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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 #3  
OPEN END CONTRACT 708EC007

TRAILER MOUNTED, SOLAR POWERED ELECTRIC ARROWBOARD

CHANGES TO SPECIFICATIONS:

FROM:

- 3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS:  
(Change 2<sup>nd</sup> and 3<sup>rd</sup> Sentence Only – Rest of Paragraph Stays the Same)

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

TO:

- 3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS:  
(Change 2<sup>nd</sup> and 3<sup>rd</sup> Sentence Only – Rest of Paragraph Stays the Same)

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. A summary of exceptions must be prepared by vendor on a separate attachment to the bidder's evaluation report labeled as "Exceptions to Specifications" and should be provided with the bid.** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

FROM:

- 6.5 WARRANTY AND SERVICE POLICY  
(3<sup>rd</sup> Paragraph)

**THE “WARRANTY AND SERVICE POLICY QUESTIONNAIRE” ATTACHED IN THE BIDDER’S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER’S EVALUATION REPORT).**

TO:

- 6.5 WARRANTY AND SERVICE POLICY  
(3<sup>rd</sup> Paragraph)

**THE “WARRANTY AND SERVICE POLICY QUESTIONNAIRE” ATTACHED IN THE BIDDER’S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID. (SEE SECTION X6.5 OF BIDDER’S EVALUATION REPORT).**

ADDENDUM #3  
OPEN END CONTRACT 708EC007

TRAILER MOUNTED, SOLAR POWERED ELECTRIC ARROWBOARD

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X3.1

NOTE TO BIDDER: Procurement Specification No. 839-1-K, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

TO:

X3.1

NOTE TO BIDDER: Procurement Specification No. 839-1-K, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exceptions as a separate attachment, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

FROM:

**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH** (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

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2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

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3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

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4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30      Manufacturer's published list price less: \_\_\_\_\_ % discount  
 B. Terms: Net 60      Manufacturer's published list price less: \_\_\_\_\_ % discount  
 C. Terms: Net 90      Manufacturer's published list price less: \_\_\_\_\_ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate      \$ \_\_\_\_\_ per mechanic hour  
 B. Travel Time Charge      \$ \_\_\_\_\_ per mechanic hour  
 (Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_  
 C. Mileage Charge      \$ \_\_\_\_\_ per vehicle mile  
 (Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_  
 D. Field Mechanic Rate      \$ \_\_\_\_\_ per mechanic hour  
 E. Specify period of time that prices are in effect: \_\_\_\_\_  
 F. Surcharge for miscellaneous items: \_\_\_\_\_ %

TO:

**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH**

**YOUR BID** (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30      Manufacturer's published list price less: \_\_\_\_\_ % discount  
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5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways?      \_\_\_\_\_ YES      \_\_\_\_\_ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A. Shop Rate      \$ \_\_\_\_\_ per mechanic hour

B. Travel Time Charge      \$ \_\_\_\_\_ per mechanic hour  
 (Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_

C. Mileage Charge      \$ \_\_\_\_\_ per vehicle mile  
 (Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_

D. Field Mechanic Rate      \$ \_\_\_\_\_ per mechanic hour

E. Specify period of time that prices are in effect: \_\_\_\_\_

F. Surcharge for miscellaneous items: \_\_\_\_\_ %