



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
 709EC001

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2008				

BID OPENING DATE: 09/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/17/08 AT 1:30 P.M.						
TO: 09/24/08 AT 1:30 P.M.						
THE ATTACHED REVISED VENDOR PREFERENCE CERTIFICATE REPLACES THE PREVIOUS VENDOR PREFERENCE CERTIFICATE IN THE REQUEST FOR QUOTATION.						
NO OTHER CHANGES.						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – 2nd Paragraph 2nd Sentence

Delivery is preferred within 45 days after receipt of purchase agreement.

TO:

4.2 DELIVERY – 2nd Paragraph 2nd Sentence

Delivery is preferred within 60 days after receipt of purchase agreement.

FROM:

4.2 DELIVERY – 3rd Paragraph

A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY – 3rd Paragraph

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

LEAVE AS WRITTEN:

7.4.1 The body is to be of all welded 304 stainless steel construction

FROM:

7.4.2 The struck capacity 2.3 cubic yards minimum

TO:

7.4.2 The struck capacity 2.3 cubic yards minimum. (Accept L.H. Jones request for side extensions)

LEAVE AS WRITTEN:

7.4.4 Overall height to be approximately 34 inches

FROM:

7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.

TO:

7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided. (Accept Middletown's 24.296 inch)

FROM:

7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.

TO:

7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump. (Due to new emissions, probably accept different engines with manufacturer's letters of equal emission engines.) (Accept Middletown's external vac fuel pump with a shut off valve in place of integral fuel pump.)

ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2 DELIVERY (NO CHANGE REQUIRED)

X4.2.1 Delivery date of completed representative unit: _____ calendar days after receipt of purchase agreement

X7.4.2 Delivery date of balance of completed units: _____ calendar days after receipt of purchase agreement

NO CHANGE REQUIRED

X7.4.1 Is the body all welded 304 stainless steel construction? _____ YES _____ NO

FROM:

X7.4.2 Capacity struck: _____ cubic yards

TO:

X7.4.2 Capacity struck: _____ cubic yards
(L.H. Jones side extensions _____ YES _____ NO)

NO CHANGE REQUIRED

X7.4.4 Overall height: _____ feet _____ inches

FROM:

X7.5.6 Is material composition of adjustment mechanism rust proof _____ **YES** _____ **NO**

TO:

X7.5.6 Is material composition of adjustment mechanism rust proof or rust resistant
_____ **YES** _____ **NO**

FROM:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided _____ **YES** _____ **NO**

TO:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided
_____ **YES** _____ **NO**
(Middletown 24.296 inch _____ **YES** _____ **NO**)

FROM:

X7.8.2 Specify engine manufacturer: _____
Is it air cooled four (4) cycle _____ **YES** _____ **NO**
HP: _____ industrial/commercial type with positive gear driven internal lubrication and integral fuel pump _____ **YES** _____ **NO**

TO:

X7.8.2 Specify engine manufacturer: _____
Is it air cooled four (4) cycle _____ **YES** _____ **NO**
HP: _____ industrial/commercial type with positive gear driven internal lubrication and integral fuel pump _____ **YES** _____ **NO**
(Have you supplied manufacturer's letter of equal emission engine _____ **YES** _____ **NO**)
(Middletown – external vac fuel pump with a shut off valve in place of integral fuel pump _____ **YES** _____ **NO**)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".