



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
709EC004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

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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
10/27/2008				

BID OPENING DATE:

11/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS ATTACHED						
BID OPENING DATE AND TIME CHANGED						
FROM: 11/05/08 AT 1:30 P.M.						
TO: 11/12/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		755-60		
SELF-PROPELLED CURB MACHINE						
***** THIS IS THE END OF RFQ 709EC004 ***** 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

709EC004
PRE BID ADDENDUM #2

HYDRAULIC TRACK EXCAVATOR

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – (3rd Paragraph)

A completed pilot model for inspection must be provided within 30 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 60 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

7.1 **Operating weight shall be no less than 28,000 pounds and not more than 32,291 pounds.**

TO:

7.1 **Operating weight shall be no less than 28,000 pounds and not more than 32,291 pounds including fuel, thumb, and bucket attached.**

FROM:

7.4.8 **Maximum tail swing 4.82 feet including manufacturers needed weight(s).**

TO:

7.4.8 **Maximum tail swing 5.1 feet including manufacturers needed weight(s),**

FROM:

7.5.6 **Manufacturers vandalism protection package shall be provided.**

TO:

7.5.6 **Manufacturers vandalism protection package shall be provided. The vandalism protection package shall include locking cab doors, locking compartments for the engine and hydraulic components, locking fuel and radiator access and electrical cut-off switch. All locks except master switch shall be keyed alike.**

709EC004
PRE BID ADDENDUM #2

HYDRAULIC TRACK EXCAVATOR

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2.1 – NO CHANGES REQUIRED

Delivery date of completed representative unit: _____ **calendar days after receipt of**
Purchase agreement

FROM:

X7.1 Specify operating weight _____ **pounds**

TO:

X7.1 Specify operating weight _____ **pounds including fuel, thumb, and bucket**
attached.

X7.4.8 – NO CHANGES REQUIRED

Tail swing including manufacturers needed weight(s): _____ **feet**

FROM:

X7.5.6 Is manufacturers vandalism protection package provided? _____ **YES** _____ **NO**

TO:

X7.5.6 Is manufacturers vandalism protection package provided? _____ **YES** _____ **NO**

Does it include locking cab doors, locking compartments for the engine and
hydraulic components, locking fuel and radiator access and electrical cut-off switch,
and all locks except master switch are keyed alike _____ **YES** _____ **NO**

SIGN IN SHEET

RFQ # 709EC004Date: 10/23/08

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. C. L. Walker3 Park RdP 304-389-4190MachineryNitro WV 25143F 304-759-6404Eric RameyE-mail eramey@walker-cat.com2. MARCIA LeeP 473-5301DOH

F _____

E-mail _____

3. LEV TRACTORP.O. BOX 473P 346-5301GARY G. ZADYCHARLESTON WVF 346-530525322
E-mail levtractors@msn.com4. Fawn Cochran

P _____

DOH

F _____

E-mail _____

5. Don W. Reese

P _____

DOH

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!