



**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."

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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 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

709EC006  
PRE BID ADDENDUM #3

HYDRAULIC TRACK EXCAVATOR

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – (3<sup>rd</sup> 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 – (3<sup>rd</sup> 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.**

709EC006  
PRE BID ADDENDUM #3

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

**ADD: To Bidder's Evaluation Report**

- X7.2.4 Is air cleaner, double element with auto dust evacuation? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.2.5 Is fuel filtering system manufacturers heaviest duty available? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.2.6 Is dust proof net for radiator and oil cooler provided? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.2.7 Will Manufacturers heaviest duty electrical system be provided?**  
 \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.3 Hydraulic System:
- X7.3.1 Will proposed hydraulic system maintain manufacturers recommended safe oil temperature within recommended operating range during continuous operation under maximum working combinations? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.3.2 Does system provide manufacturer heaviest variable capacity piston type pumps With load sensing for maximum efficiency? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.3.3 Is boom controlled by two (2) hydraulic cylinders? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 Specify boom length \_\_\_\_\_ feet
- X7.3.4 Is arm controlled by one (1) hydraulic cylinder/equipped with multi function hydraulic with piping to the end of arm with foot controls? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 Specify arm length \_\_\_\_\_ feet
- X7.3.5 Is shut off valve at end of piping? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.3.5.1 Is unit equipped with a hydraulic thumb? \_\_\_\_\_ YES \_\_\_\_\_ NO**  
 Specify size \_\_\_\_\_ inches x \_\_\_\_\_ inches
- X7.3.5.2 Tine thickness of thumb \_\_\_\_\_ inch with a pin diameter \_\_\_\_\_ inch
- X7.3.6 Bucket \_\_\_\_\_ cubic yard **with teeth and side cutters** \_\_\_\_\_ YES \_\_\_\_\_ NO  
 Controlled by one (1) hydraulic cylinder \_\_\_\_\_ YES \_\_\_\_\_ NO
- X7.3.7 Is drive hydrostatic design with independent track control? \_\_\_\_\_ YES \_\_\_\_\_ NO**

**ADD: To Bidder's Evaluation Report**

- X7.3.8 Does unit have wet multiple disk brakes that automatically releases while propelling and applies when stationary?  YES  NO
- X7.3.9 Is unit swing capable of 360 degrees?  YES  NO
- X7.3.10 Specify swing speed \_\_\_\_\_ R.P.M.
- X7.3.11 Is swing brake SAHR for safety?  YES  NO
- If not specify: \_\_\_\_\_
- X7.3.12 Is unit joystick controlled with one (1) additional actuator for auxiliary hydraulics?  YES  NO
- X7.4 Undercarriage:
- X7.4.1 Is undercarriage frame manufacturers standard for model bid?  YES  NO
- X7.4.2 Does unit have sealed type track  YES  NO
- X7.4.3 Does unit have a minimum of one (1) top carrier roller each side for proper track support  YES  NO
- X7.4.4 Are track guides provided to prevent track misalignment  YES  NO
- X7.4.5 Is track adjustment of hydraulic design  YES  NO
- X7.4.6 Does unit have manufacturers triple grouser shoes?  YES  NO
- X7.4.7 Specify track length \_\_\_\_\_ feet \_\_\_\_\_ inches
- X7.4.8 Tail Swing including manufacturers needed weight(s): \_\_\_\_\_ feet
- X7.5 Cab:
- X7.5.1 Is proposed cab all weather steel isolation mounted?  YES  NO
- X7.5.2 Does proposed unit have a deep cushioned fully adjustable seat with padded arm rests?  YES  NO
- X7.5.3 Is cab equipped with manufacturers heater and air condition system?  YES  NO
- X7.5.4 Is cold weather starting aid provided?  YES  NO