



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
7010EC02

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
02/03/2010				

BID OPENING DATE: 02/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				CHANGES TO THE SPECIFICATIONS ATTACHED.		
				REVISED PURCHASING AFFIDAVIT DATED 12/15/09 ATTACHED. PURCHASING AFFIDAVIT SHOULD BE RETURNED WITH BID.		
				BID OPENING DATE AND TIME REMAINS 02/17/10 @1:30 P.M.		
				NO OTHER CHANGES.		
0001		EA		810-85		
				SPRAY EQUIPMENT, PESTICIDE (MACHINE POWERED) COMMERC		
***** THIS IS THE END OF RFQ 7010EC02 ***** TOTAL:						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PREBID ADDENDUM
OPEN END CONTRACT
7010EC02

HERBICIDE SPRAYER, SKID MOUNTED

CHANGES TO SPECIFICATIONS:

FROM:

4.2 (THIRD 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 (THIRD PARAGRAPH)

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

FROM:

7.1 **Sprayer must be mounted and operable from existing Division of Highways dump truck 12,000 – 17,500 GVW**

TO:

7.1 **Sprayer must be mounted and operable from existing Division of Highways dump truck 17,500 minimum**

LEAVE AS WRITTEN:

7.2 **Unit shall be skid mounted with isolated mounts**

LEAVE AS WRITTEN:

7.3 **Tank: 500 gallon low profile type**

FROM:

7.4 **Engine: Gasoline fueled 13 horsepower minimum with pressurized oil system and electric start.**

TO:

7.4 **Engine: Gasoline fueled 13 horsepower minimum with pressurized oil system and electric start. Battery shall be included.**

LEAVE AS WRITTEN:

7.7 Unit to have diaphragm type pump **producing 29GPM minimum**

LEAVE AS WRITTEN:

7.8 Pump to have **120 PSI minimum**

LEAVE AS WRITTEN:

7.13 Nozzles to be boom jet type with one-inch plumbing.

FROM:

7.14 Front boom to be reversible from left to right side.

TO:

7.14 Front boom to be reversible from left to right side. Mounted on front bumper.

FROM:

7.18 Two (2) LED type strobe lights to be mounted on back of unit.

TO:

7.18 Two (2) Class 1 LED type strobe lights to be mounted on back of unit.

PREBID ADDENDUM
OPEN END CONTRACT
7010EC02

HERBICIDE SPRAYER, SKID MOUNTED

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: _____ Calendar Days After
Receipt of Purchase Agreement

FROM:

X7.1 Will sprayer be mounted and operable from existing Division of Highways dump
truck 12,000 – 17,500 GVW? _____ YES _____ NO

TO:

X7.1 Will sprayer be mounted and operable from existing Division of Highways dump
truck 17,500 GVW minimum? _____ YES _____ NO

NO CHANGE REQUIRED:

X7.2 Will unit be skid mounted with isolated mounts? _____ YES _____ NO

NO CHANGE REQUIRED:

X7.3 Will tank be 500 gallon low profile type? _____ YES _____ NO

FROM:

X7.4 Engine: Gasoline fueled and _____ HP with pressurized oil system and electric start
_____ YES _____ NO

TO:

X7.4 Engine: Gasoline fueled and _____ HP with pressurized oil system and electric start
_____ YES _____ NO

Is battery included _____ YES _____ NO

LEAVE AS WRITTEN:

X7.7 Does unit have diaphragm type pump producing _____ GMP minimum
_____ YES _____ NO

LEAVE AS WRITTEN:

X7.8 Pump PSI: _____

LEAVE AS WRITTEN:

X7.13 Will nozzles be boom jet type with one-inch plumbing? _____ YES _____ NO

FROM:

X7.14 Will front boom be reversible from left to right side? _____ YES _____ NO

TO:

X7.14 Will front boom be reversible from left to right side? _____ YES _____ NO

Mounted on front bumper _____ YES _____ NO

FROM:

X7.18 Will two (2) LED type strobe lights be mounted on back of unit? _____ YES _____ NO

TO:

X7.18 Will two (2) Class 1 LED type strobe lights be mounted on back of unit? _____ YES _____ NO

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____