



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
7010EC03

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
03/01/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 03/10/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		020-04		
BRUSH CHIPPER, TRAILER MOUNTED						
***** THIS IS THE END OF RFQ 7010EC03 ***** 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. 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](http://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.

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### 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 #4  
OPEN END CONTRACT

7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO SPECIFICATIONS:

LEAVE AS WRITTEN:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(1<sup>st</sup> Paragraph)

**The brush chipper described herein shall be a standard production type, mounted on a two wheel tow type trailer. The chipper unit shall be a service proven unit having 12 inch blades with positive locking device. The rotor or knife housing shall be 9 inches minimum diameter, turning on ball or roller bearing having a minimum load rating of 29,000 pounds each. The rotor speed shall be the lowest commensurate with cutting efficiency approximately 3,000 RPM. The flywheel shall be dynamically and statically balanced and have a safety cover installed. A blower assembly to be integral part of rotor and capable of producing 2000 CFM of air to assist in chip discharge.**

FROM:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(2nd Paragraph)

**The feed table shall have the rear section hinged to fold for transport and to be approximately 5 feet from rear of table to knife and rotor assembly. Power transfer from engine to rotor shall be via multiple AV@ belts. A thoroughly reliable engine governor of standard proven design to prevent over speeding shall be fitted and a weatherproof decal or label showing maximum engine RPM affixed on or near the governor.**

TO:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(2nd Paragraph)

**The feed table shall have the rear section hinged to fold for transport and to be approximately 5 feet from rear of table to knife and rotor assembly. Power transfer from engine to rotor shall be via multiple AV@ belts.**

7010EC03  
PREBID ADDENDUM

FROM:

- 8.4 Tow bar for proposed model shall be equipped with fully adjustable height and length with pintle ring hitch and manufacturers recommended safety chains with matching grab hooks.**

TO:

- 8.4 Tow bar for proposed model shall be equipped with fully adjustable height and length with pintle ring hitch and manufacturers recommended safety chains with matching grab hooks for a 2 ¾ inch pintle.**

LEAVE AS WRITTEN:

- 8.5 Axles to be 6,000 lb. capacity rating equipped with heavy duty leaf springs and greasable hubs.**

LEAVE AS WRITTEN:

- 10.4 Discharge chute shall be provided with manufacturers recommended support leg, and a 360° fully adjustable end deflector.**

DELETE:

- 10.4.2 Hydraulic self feeding roller/s with control bar that starts, stops, and reverses the flow of feed.**

DELETE:

- 18.9 Unit shall be equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed.**

FROM:

- 19.2 All surfaces to be thoroughly cleaned and prepared for epoxy primer. Finish coat of automotive type acrylic enamel or approved equal.**

TO:

- 19.2 All surfaces to be thoroughly cleaned and prepared for epoxy primer. Finish coat of automotive type acrylic enamel, powder coat, or approved equal.**

7010EC03  
Prebid Addendum

FROM:

**19.3.3 Self adhesive tape for stripes is acceptable, but color must be similar to Section 19.3.4**

TO:

**19.3.3 Striping material to meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, PART 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT approved".**

The sheeting for both applications above should not exceed more than .0008 inch thick having approximately 47,000 microprisms per square inch and **shall come with an aggressive high tack pressure sensitive adhesive, Reflexite or equivalent.**

FROM:

**19.4.1 The manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e., videos, charts, manuals, etc. to be furnished by successful vendor. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**

TO:

**19.4.1 The manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon.**

**The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**

PREBID ADDENDUM #4  
OPEN END CONTRACT

7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO BIDDER'S EVALUATION REPORT:

LEAVE AS WRITTEN (1<sup>st</sup> and 2<sup>nd</sup> Paragraphs)

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Will the brush chipper comply with all mandatory requirements as stated in Section 7.0 of specifications?  YES  NO

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

FROM:

X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks?  YES  NO

TO:

X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks for a 2 3/4 inch pintle?  YES  NO

LEAVE AS WRITTEN:

X8.5 Axles are \_\_\_\_\_ lb. capacity rating and are equipped with heavy duty leaf springs and greasable hubs?  YES  NO

LEAVE AS WRITTEN:

X10.4 Is discharge chute provided with manufacturers recommended support leg, and 360° fully adjustable end deflector?  YES  NO

**7010EC03  
Prebid Addendum**

**DELETE:**

X10.4.2 Does unit have hydraulic self feeding roller/s with control bar that starts, stops, and reverses the flow of feed?

**DELETE:**

**18.9 Is unit equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed?**

**FROM:**

X19.1 - X19.2 Describe proposed method of painting: \_\_\_\_\_

**TO:**

X19.1 Will unit be painted white? \_\_\_\_\_ YES \_\_\_\_\_ NO

White: \_\_\_\_\_

X19.2 Will all surfaces be thoroughly cleaned and prepared for epoxy primer \_\_\_ YES \_\_\_ NO

Finish coat: \_\_\_\_\_

**FROM:**

**X19.3 Detail stripe with logo:**

**Describe proposed method of striping:** \_\_\_\_\_

**TO:**

**X19.3 Detailed stripe with logo:**

**Will striping in all Sections of 19.3 of the specification comply \_\_\_\_\_ YES \_\_\_\_\_ NO**

**Describe conspicuity striping:** \_\_\_\_\_

\_\_\_\_\_

**LEAVE AS WRITTEN:**

**X19.4 Preventive Maintenance and Operators Training:**

**Describe proposed method of training:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_