



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
7010EC010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

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
07/08/2010				

BID OPENING DATE: 07/20/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE POWER REVERSIBLE SNOWPLOW CONTRACT ADVERTISEMENT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE REVISIONS TO THE BIDDER'S EVALUATION REPORT AND THE SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID ON 06/10/10.						
BID OPENING DATE & TIME ARE EXTENDED FROM 07/14/10 TO 07/20/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	EA		765-59		
				POWER REVERSIBLE SNOWPLOW		
***** THIS IS THE END OF RFQ 7010EC010 ***** 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 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
7010EC10

10 FOOT AND 11 FOOT POWER REVERSIBLE SNOWPLOW

CHANGES TO SPECIFICATIONS:

FROM:

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:
(1st Paragraph)

The hydraulically reversible snowplow to be designed for mounting on a single axle or tandem dump truck. The snowplow to be capable of plowing to the right or left at an angle of approximately thirty-five degrees (35°) discharging snow to the right or left. It should have a center mounted trip spring leaving the plow area outside the reversing arc free for nesting close to the pushing vehicle. It should be a straight blade type with an integral type snow shield.

TO:

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:
(1st Paragraph)

The hydraulically reversible snowplow to be designed for mounting on a single axle or tandem dump truck. The snowplow to be capable of plowing to the right or left at an angle of approximately thirty-five degrees (35°) discharging snow to the right or left. It should be a straight blade type with an integral type snow shield. It should have two (2) trip springs setting inside the two (2) moldboard struts.

FROM:

7.1.6 Weight of plow: 10 foot – 1750 pounds 11 foot – 1815 pounds

TO:

7.1.6 Weight of plow: **10 foot – 1750 pounds minimum**
 11 foot – 1815 pounds minimum

DELETE:

7.4.3.1 Push frame shall be equipped with a quick hitch connection system specific for WVDOH

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PreBid Addendum
70-10-EC010

FROM:

7.4.4.1 Shall be two (2) double acting 4 inch x 2 inch x 10 inch power reversing nitrided hydraulic cylinders fitted with the fixed base end near the center of the push frame. Cylinders shall be mounted above the semi-circle.

TO:

7.4.4.1 Shall be two (2) double acting 4 inch x 2 inch power reversing nitrided hydraulic cylinders fitted with the fixed base end near the center of the push frame. Cylinders shall be mounted above the semi-circle.

FROM:

7.5.2 The hitch shall be a bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier.

TO:

7.5.2 The hitch shall be a bumper frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier.

FROM:

7.10.2 The complete assembly to receive one (1) layer of powder coating.

TO:

7.10.2 The complete assembly to receive one (1) layer of powder coating. The front may be sprayed in enamel.

PREBID ADDENDUM
OPEN END CONTRACT
7010EC10

10 FOOT AND 11 FOOT POWER REVERSIBLE SNOWPLOWS

CHANGES TO BIDDER'S EVALUATION REPORT:

DELETE:

X7.0 SPECIFICATIONS OF THE QUOTED UNIT
(4th Paragraph)

Does it have a center mounted trip spring leaving the plow area outside the reversing arc free for nesting close to the pushing vehicle YES NO

ADD:

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

Does it have two (2) trip springs setting inside the two (2) moldboard struts
 YES NO

NO CHANGE REQUIRED:

X7.1.6 Weight of plow: 10 foot Lbs. 11 foot Lbs.

DELETE:

X7.4.3.1 Is push frame equipped with a quick hitch connection system specific for WVDOH YES NO

FROM:

X7.4.4.1 Consist of two (2) double acting 4 inch x 2 inch x 10 inch power reversing hydraulic cylinders fitted with the fixed base end in the center of the push frame? YES NO
Are cylinders mounted above the semi-circle YES NO

TO:

X7.4.4.1 Consist of two (2) double acting 4 inch x 2 inch power reversing hydraulic cylinders fitted with the fixed base end in the center of the push frame? YES NO
Are cylinders mounted above the semi-circle YES NO

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

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PreBid Addendum
Bidder's Evaluation Report

FROM:

X7.5.2 Bumper to frame type universally adaptable to any conventional truck and to accommodate a tilt front end on the carrier? YES NO

TO:

X7.5.2 Bumper to frame type adaptable to any conventional truck and to accommodate a tilt front end on the carrier? YES NO

FROM:

X7.10.2 Will complete assembly receive one (1) layer of powder coating YES NO

TO:

X7.10.2 Will complete assembly receive one (1) layer of powder coating? YES NO

Will front be sprayed in enamel? YES NO

SIGN IN SHEET

RFQ # 7010EED10

Date: 6.10.10

Firm & Representative Name:	Mailing Address:	Phone, Fax, & E-Mail:
1. <u>WOODH Kunkley</u>	_____	P _____
_____	_____	F _____
		E-mail _____

2. <u>WVTRACTOR</u>	P.O. BOX 473	P <u>346-6301</u>
<u>GARY GRAY</u>	<u>CHARLESTON WV 25322</u>	F <u>346-5305</u>
		E-mail <u>wvtractor@msk.com</u>

3. <u>Henderson Products INC.</u>	manchester IOWA	P <u>800-359-4970</u>
<u>Todd Stritzel</u>	<u>P.O BOX 40 52057</u>	F <u>563-927-7031</u>
		E-mail <u>tstritzel@Henderson-MFG</u>

4. <u>Baker Truck Equipment Hurricane WV</u>	P.O. Box 482	P <u>304-722-3814</u>
<u>Virgil MAYSE</u>	<u>zip 25524</u>	F <u>304-722-3829</u>
		E-mail <u>Virgil@BakerWV.com</u>

5. <u>ROPE, INC.</u>	P.O. Box 99	P <u>304-548-6701</u>
<u>JOE HOOVER</u>	<u>FALLING ROCK, WV 25079</u>	F <u>304-548-7186</u>
		E-mail <u>joe@ropeincorporated.com</u>

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET
RFQ # 70-10EC010
Date: 6.10.10

Firm & Representative Name:	Mailing Address:	Phone, Fax, & E-Mail:
1. <u>Middletown Tractor Sales</u> <u>Zach Marsh</u>	<u>2345 Whitehall Blvd.</u> <u>Fairmont WV 26554</u>	P <u>304 366 4690</u> F <u>304 366 4698</u> E-mail <u>Zach @ Middletown Tractor</u> <u>Co.</u>
2. <u>Karen Cochran</u> <u>Marion Lee</u>	<u>DOH</u> <u>DOH</u>	P _____ F _____ E-mail _____
3. <u>Angie Madman</u> _____	<u>DOH</u> _____	P _____ F _____ E-mail _____
4. _____ _____	_____ _____	P _____ F _____ E-mail _____
5. _____ _____	_____ _____	P _____ F _____ E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!