



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  
**7010EC09**

PAGE  
**1**

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

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PROPERTY

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
<p>***** ADDENDUM NO. 2 *****</p> <p>ADDENDUM ISSUED FOR THE FIXED ANGLE ONE-WAY 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.</p> <p>BID OPENING DATE &amp; TIME ARE EXTENDED FROM 07/14/10 TO 07/20/10 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
0001	1	EA		765-61		
				FIXED ANGLE ONE-WAY SNOWPLOW		
<p>***** THIS IS THE END OF RFQ 7010EC09 ***** TOTAL:</p>						

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  
OPEN END CONTRACT  
7010EC09

FIXED ANGLE ONE-WAY SNOWPLOW

CHANGES TO SPECIFICATIONS:

DELETE:

7.3 Safety Trip Mechanism:

**7.3.1 Tripping mechanism must be attached to semi-circle and moldboard ribs. These shall be done with compression springs. Extension springs not acceptable.**

DELETE:

**7.3.2 Springs shall be two (2) external compression springs sitting inside (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches.**

DELETE:

**7.3.3 The trip mechanism must hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position.**

LEAVE AS WRITTEN:

**7.4.3 The plow push frame shall be equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inch x 5 inches feature to permit the plow to follow uneven road surfaces. Semi-Circle shall be 3 ½ inches x 3 ½ inches x ½ inches.**

DELETE:

**7.4.4.1 The "A" frame is made from 4 inch Channel with 2.5 inch flanges supporting a 2 inch center reversing pin mounted in a 3 inch, ½ inch wall tube and having a grease fitting. The push ends are welded to a 1 inch x 33 inch x 5 inch base plate having a 2 inch pivot hole for the oscillator bar to attach to.**

DELETE:

**7.4.4.3 A-Frame shall be fixed to the reversing semi-circle to a 35 degree angle with discharge to the curb side/passenger side of vehicle.**

**PreBid Addendum  
70-10-EC09**

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 to frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier.**

FROM:

**7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs. minimum. Lift cylinder must be same size as plows reversing cylinder for WVDOH's interchangeability.**

TO:

**7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs. minimum. Must be same size as plows reversing cylinder for WVDOH's interchangeability.**

DELETE:

**7.6.2 Two (2) – four (4) inch double acting hydraulic reversing cylinders.**

FROM:

**7.6.3 Three (3) pieces of two (2) wire hydraulic pressure hose one quarter (1/4) inch diameter and approximately ten (10) feet long. Each hose must be equipped with:**

TO:

**7.6.3 One (1) piece of two (2) wire hydraulic pressure hose one quarter (1/4) inch diameter and approximately ten (10) feet long. Hose must be equipped with:**

PreBid Addendum  
70-10-EC09

FROM:

7.6.3.1

**One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder, VHC-8 Nipple Reverse Cylinder 90° Fitting.**

TO:

7.6.3.1

**One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder.**

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. Front of plow may be spray coated.

PREBID ADDENDUM  
OPEN END CONTRACT  
7010EC09

FIXED ANGLE ONE-WAY SNOWPLOW

CHANGES TO BIDDER'S EVALUATION REPORT:

DELETE:

X7.3 Safety Trip Mechanism:

X7.3.1 Is tripping mechanism attached to semi-circle and moldboard ribs \_\_YES\_\_NO  
Are these done with compression springs \_\_YES\_\_NO

DELETE:

X7.3.2 Are springs two (2) external compression springs sitting inside two (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches \_\_YES\_\_NO

DELETE:

X7.3.3 Does the trip mechanism hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position \_\_YES\_\_NO

LEAVE AS WRITTEN:

X7.4.3 Is the plow push frame equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inches x 5 inches feature to permit the plow to follow uneven road surfaces \_\_\_\_\_ YES \_\_\_\_\_ NO

DELETE:

X7.4.4.1 The A-Frame is made from \_\_ inch channel with \_\_ inch flanges supporting a \_\_ inch center reversing pin mounted in a \_\_ inch, \_\_ inch wall tube and having a grease fitting \_\_YES\_\_NO  
The push ends are welded to a \_\_ inch x \_\_ inch x \_\_ inch base plate having a \_\_ inch pivot hole for the oscillator bar to attach to \_\_YES\_\_NO

DELETE:

X7.4.4.3 Is A-frame fixed to the reversing semi-circle to a 35 degree angle with discharge to the curb side/passenger side of vehicle \_\_YES\_\_NO

The *Bidder's Evaluation Reports* are ready for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

**PreBid Addendum  
Bidder's Evaluation Report  
70-10-EC09**

**FROM:**

**X7.5.2 Is hitch bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier  YES  NO**

**TO:**

**X7.5.2 Is hitch bumper to frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier  YES  NO**

**FROM:**

**X7.5.5.2 Hitch includes a lift system designed at a rated capacity of at least 8,000 lbs.  YES  NO**

**Is lift cylinder the same size as plows reversing cylinder for WVDOH's Interchangeability  YES  NO**

**TO:**

**X7.5.2.2 Hitch includes a lift system designed at a rated capacity of at least 8,000 lbs.  YES  NO**

**Same size as plows reversing cylinder for WVDOH's interchangeability  YES  NO**

**DELETE:**

**X7.6.2 Provide two (2) four (4) inch double acting hydraulic reversing cylinders?  YES  NO**

**FROM:**

**X7.6.3 Provide three (3) pieces of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long?  YES  NO**

**Is each hose equipped with the following:  YES  NO**

**TO:**

**X7.6.3 Provide one (1) piece of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long  YES  NO**

**Is hose equipped with the following:  YES  NO**

**PreBid Addendum  
Bidder's Evaluation Report  
70-10-EC09**

FROM:  
X7.6.3.1      **Each hose equipped with one (1) quick coupler at plow end with dust cap?       YES  NO**

**Manufacturer/Model:** \_\_\_\_\_

TO:  
X7.6.3.1      **Hose equipped with one (1) quick coupler at plow end with dust cap?       YES  NO**

**Manufacturer/Model:** \_\_\_\_\_

FROM:  
X7.10 Paint:  
X7.10 - X7.10.4    Describe proposed method of painting the unit: \_\_\_\_\_  
\_\_\_\_\_

TO:  
X7.10 Paint

Describe proposed method of painting the unit: \_\_\_\_\_  
\_\_\_\_\_

Will unit be sandblasted prior to painting?     YES  NO

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

Will front of plow be spray coated?     YES  NO



SIGN IN SHEET

RFQ # 7010EC09

Date: \_\_\_\_\_

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. WATERLOO  
Cory Gray

P.O. Box 473  
CHARLESWORTH 25322

P 346-5301  
F 346-5305

E-mail waterloowest.com

2. Henderson Products inc  
Tom Stitzel

Manchester IOWA

P 800-359-4970  
F 563-927-7031

E-mail tstitzel@henderson-mfg.com

3. LH Jones Equipment  
Steve Matthews

1825 Earl Core Road  
Morgantown, WV 26505

P 304-292-1307  
F 304-292-6641

E-mail info@lhjones.com

4. Baker Truck Equip  
Virgil Mayse

PO Box 482  
Hurricane WV 25526

P 304-722-3814  
F 304-722-3829

E-mail virgil@bakertw.com

5. ROPE, INC.  
JOE HOOVER

PO Box 99  
FALLING ROCK, WV 25079

P 304-548-6701  
F 304-548-7186

E-mail joe@ropeincorporated.com

Please print or write legibly!

Your fax # is essential to contact you timely!

### SIGN IN SHEET

RFQ # 7010EC09

Date: \_\_\_\_\_

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Zach Marsh

2345 Whitehall Blvd.

P 304 366-4690

Middletown Tractor

Farmington WV 26534

F 304 366-4698

E-mail Zach@MiddletownTractor.com

2. Karen Cochran

DOH

P \_\_\_\_\_

Marina Lee

DOH

F \_\_\_\_\_

E-mail \_\_\_\_\_

3. Angie Moorina

DOH

P \_\_\_\_\_

Kevin Riley

DOH

F \_\_\_\_\_

E-mail \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_

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\_\_\_\_\_

F \_\_\_\_\_

E-mail \_\_\_\_\_

5. \_\_\_\_\_

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F \_\_\_\_\_

E-mail \_\_\_\_\_

Please print or write legibly!

Your fax # is essential to contact you timely!