



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
7011EC05

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SUPPLIER	DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201	304-472-1750
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS CHANGES AND CONCERNS TO SPECIFICATIONS AS DISCUSSED AND AGREED UPON DURING MANDATORY PRE-BID MEETING, SEE ATTACHED.						
2.) TO EXTEND BID OPENING DATE FROM 11/10/2010 TO 11/17/2010.						
3.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
NO OTHER CHANGES						
0001	1	EA		760-75		
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR						
***** THIS IS THE END OF RFQ 7011EC05 ***** 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
70-11-EC05

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO SPECIFICATIONS:

LEAVE AS WRITTEN:

7.1 Roller(s) shall be equipped with ROPS and FOPS canopy.

LEAVE AS WRITTEN:

7.15.6 Empty water tank indicator to be provided.

LEAVE AS WRITTEN:

7.15.7 Water pump shall be capable of "Run Dry" situation without damage to pump or Components

FROM:

7.16.3 Low profile high intensity dual flash strobe light shall be mounted on top of cab/canopy. Aero Flash Model number M420 or equivalent. (Amber in color)

TO:

7.16.3 Class 1 LED beacon shall be mounted on top of cab/canopy.

PREBID ADDENDUM
70-11-EC05

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X7.1 Are roller(s) equipped with ROPS and FOPS canopy? ___ YES ___ NO

NO CHANGE REQUIRED:

X7.15.6 Is empty water tank indicator provided? ___ YES ___ NO

NO CHANGE REQUIRED:

X7.15.7 Is water pump capable of "Run Dry" situation without damage to pump or components? ___ YES ___ NO

FROM:

X7.16.3 Is a low profile high intensity dual flash strobe light mounted on top of cab/canopy ___ YES ___ NO

Manufacturer: _____ Model: _____

TO:

X7.16.3 Is a Class 1 LED beacon mounted on top of cab/canopy? ___ YES ___ NO

Manufacturer: _____ Model: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DOH-7011EC05

Date: 10/28/2010 at 10:00 am

Double Drum Vibratory Roller/Compactor

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV State Purchasing Division
Firm Address:	2019 Washington St., East Charleston, WV 25305
Representative Attending:	Krista Ferrell, Buyer Supervisor
Phone Number:	304.558.2596
Fax Number:	304.558.4115
Email Address:	krista.s.ferrell@wv.gov

Firm Name:	WEST VIRGINIA TRACTOR
Firm Address:	P.O. BOX 473 CHARLESTON WV 25322
Representative Attending:	GARY ORTOLU
Phone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	contactor@msk.com

Firm Name:	WVDOH
Firm Address:	
Representative Attending:	Kevin Riley
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	FISH EQUIPMENT COMPANY
Firm Address:	P.O. Box 906 BRIDGEPORT, WV 26330
Representative Attending:	ANTONIO B. SELARIO
Phone Number:	304-842-3511 EXT 6514
Fax Number:	304-842-6126
Email Address:	aselario@fish.com

Firm Name:	STATE EQUIPMENT, INC
Firm Address:	P.O. Box 3939 CHARLESTON, WV 25329
Representative Attending:	EDWARD M. ROWAN, JR
Phone Number:	(304) 776-4405
Fax Number:	(304) 776-4409
Email Address:	eddie@stateequipment.com

Firm Name:	C.I. WALKER MANAGEMENT CO.
Firm Address:	P.O. Box 2437 CHARLESTON, WV 25329
Representative Attending:	MATHEW E. CONNER
Phone Number:	(304) 543-5406
Fax Number:	(304) 759-6404
Email Address:	mconner@walker-cot.com

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Firm Name:	Leslie Equipment Co
Firm Address:	284 Van Kirk Drive Fairmont, WV 26554
Representative Attending:	Timothy C. Wagner
Phone Number:	304-534-5454
Fax Number:	304-534-5888
Email Address:	wagner.tim@leec.com

Firm Name:	Rudd Equipment Co.
Firm Address:	BURNER COMMERCE PARK BLDG 1 AVE. A LEESDALE, PA 15056
Representative Attending:	BRIAN REED
Phone Number:	(304) 319-1495
Fax Number:	(412) 741-6736
Email Address:	BREED@RUDD-EQUIPMENT.COM

Firm Name:	ROPE INC.
Firm Address:	5522 Elk River Road Eksville, WV 25071
Representative Attending:	JOE HOOVER
Phone Number:	304-548-6701
Fax Number:	304-548-7186
Email Address:	joe@ropeincorporated.com

Firm Name:	Aggr Mannan
Firm Address:	WUDDA
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Uniontown Ind. Ep. Dist
Firm Address:	2266 University Drive
Representative Attending:	MIKE CLOVER
Phone Number:	800-229-5948 / 724-437-4578
Fax Number:	724-437-2098
Email Address:	MCLOVER@UJRC.COM

Firm Name:	Maintenance
Firm Address:	DOT
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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Firm Name:	<i>Fawcett Cochrane</i>
Firm Address:	<i>DOTT</i>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<i>WV Purchasing Division</i>
Firm Address:	
Representative Attending:	<i>Steve Stone</i>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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