



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
7011EC06

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BUYER

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
11/16/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ADDRESS SPECIFICATION CHANGES AS DISCUSSED AND AGREED UPON DURING MANDATORY PRE-BID MEETING PER ATTACHED.						
BID OPENING DATE REMAINS: 11/17/2010						
BID OPENING TIME REMAINS: 1:30 PM						
*****.END ADDENDUM NO. 2 *****						
0001	1	EA		760-06		
75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE						
***** THIS IS THE END OF RFQ 7011EC06 ***** 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 #2
70-11-EC06

OPEN END CONTRACT
75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – 2nd Paragraph – 2nd Sentence
Delivery is preferred within 120 days after receipt of purchase agreement.

TO:

4.2 DELIVERY – 2nd Paragraph – 2nd Sentence
Delivery is preferred within 180 days after receipt of purchase agreement.

FROM:

4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

7.5.2 Drum capacity should be about 257 feet.

TO:

7.5.2 Drum capacity should be about 257 feet. **However we will spool only 150 feet.**

FROM:

7.5.2.1 **Winch rope diameter shall be a minimum of 5/8 inches and maximum 3/4 inches with tail chain and hook. (Must comply with winch specifications.)**

TO:

7.5.2.1 **Winch rope diameter shall be a minimum of 5/8 inch cable with tail chain and hook. (Must comply with winch specifications.)**

Prebid Addendum
7011EC06

FROM:

7.5.3 **Minimum line pull (full drum) 25,000 lbs./11340kg.**

TO:

7.5.3 **Minimum line pull (full drum) 22,000 lbs.**

FROM:

7.5.4 **Maximum line speed (full drum) 207 feet/min/63m/min.**

TO:

7.5.4 **Minimum line speed (full drum) 100 ft. per minute**

DELETE: (Duplicate)

7.11 Preventive Maintenance and Operators Orientation/Training:

7.11.1 **The Manufacturer or dealer shall provide 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.**

PREBID ADDENDUM #2
70-11-EC06

OPEN END CONTRACT
75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

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

X4.2.2 Delivery date of balance of completed units: _____ Calendar Days After Receipt of
Purchase Agreement

FROM:

X7.5.2 Drum Capacity: _____ feet

TO:

X7.5.2 Drum Capacity: _____ feet How many feet spooled: _____ feet

FROM:

X7.5.2.1 Winch rope diameter _____ inches with tail chain and hook ___ YES ___ NO
Does it comply with winch specifications ___ YES ___ NO

TO:

X7.5.2.1 Winch rope diameter _____ inch cable with tail chain and hook
_____ YES _____ NO
Does it comply with winch specifications _____ YES _____ NO

FROM:

X7.5.3 Minimum line pull (full drum): ___ lbs./ ___ kg.

TO:

X7.5.3 Minimum line pull (full drum) _____ lbs.

7011EC06
Bidder's Evaluation

FROM:

X7.5.4 Maximum line speed (full drum): _____ feet/min _____ m/min.

TO:

X7.5.4 Minimum line speed (full drum): _____ ft. per minute

DELETE: (Duplicate)

X7.11 Preventive Maintenance and Operators Orientation/Training:

X7.11.1 Will manufacturer or dealer conduct seminar at Buckhannon ___ YES ___ NO

X7.11.2 Will you furnish all training aids ___ YES ___ NO

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

DOH-7011EC06

Date:

11/03/2010 @ 9:00 am

Project Description:

Tractor/Dozer

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:	<u>WV State Purchasing Division</u>
Firm Address:	<u>2019 Washington St. East Charleston, WV 25305</u>
Representative Attending:	<u>Krista S. Ferrell, Buyer Supervisor</u>
Phone Number:	<u>304-558-2596</u>
Fax Number:	<u>304-558-4115</u>
Email Address:	<u>krista.s.ferrell@wv.gov</u>

Firm Name:	<u>STATE EQUIPMENT, INC.</u>
Firm Address:	<u>P.O. Box 3439 Charleston, WV 25339</u>
Representative Attending:	<u>EDWARD M. RAWAN, JR.</u>
Phone Number:	<u>(304) 776-4405</u>
Fax Number:	<u>(304) 776-4404</u>
Email Address:	<u>EDWARD@STATEEQUIPMENT.COM</u>

Firm Name:	<u>WVDA</u>
Firm Address:	
Representative Attending:	<u>Karen Kelly</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>C.I. WALKER MACHINERY CO.</u>
Firm Address:	<u>P.O. Box 2427 Charleston, WV 25329</u>
Representative Attending:	<u>MAT CONNER</u>
Phone Number:	<u>(304) 543-5404</u>
Fax Number:	<u>(304) 759-6404</u>
Email Address:	<u>mconner@walker-cat.com</u>

Firm Name:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>P.O. BOX 473 CHARLESTON WV 25322</u>
Representative Attending:	<u>GARY GRADY</u>
Phone Number:	<u>304 346-5301</u>
Fax Number:	<u>304 346-5305</u>
Email Address:	<u>GWTRACTOR@MSK.COM</u>

Firm Name:	<u>Angie Norman</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

SIGN IN SHEET

Request for Quotation Number:

DOH-7011EC06

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11/03/2010 @ 9:00 am

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Firm Name:	RISH EQUIPMENT COMPANY
Firm Address:	P.O. BOX 906 BRIDGEPORT, W 260330
Representative Attending:	ANTONIO B. SELARIO
Phone Number:	304-842-3511 EXT. 6514
Fax Number:	304-842-6126
Email Address:	aselario@rish.com

Firm Name:	Marcia Lee
Firm Address:	DOT
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Rish Equipment Company
Firm Address:	PO Box 906 BRIDGEPORT
Representative Attending:	PAUL CALVERT
Phone Number:	304-842-3511- EXT 6517
Fax Number:	304-842-6126
Email Address:	p.calvert@rish.com

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

Firm Name:	Karen Cochran
Firm Address:	DOT
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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