



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
7011EC08

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
02/07/2011				

BID OPENING DATE: **02/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				THIS ADDENDUM IS ISSUED TO ADDRESS ITEMS DISCUSSED DURING MANDATORY PRE-BID MEETING AND ISSUE CHANGES PER THE ATTACHED.		
				THE BID OPENING DATE REMAINS 02/17/2011 AT 1:30 PM		
				*****END ADDENDUM NO. 5*****		
0001	1	EA		760-50		
				SKID STEER LOADER WITH ATTACHMENTS		
				***** THIS IS THE END OF RFQ 7011EC08 ***** 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 #5
7011EC08

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – 2nd Paragraph 2nd Sentence
Delivery is preferred within 90 calendar days after receipt of purchase agreement.

TO:

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

FROM:

4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 45 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 90 calendar days after receipt of the purchase agreement by the successful vendor,

FROM:

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence
The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

TO:

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence
The unit specified herein and offered to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

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FROM:

8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature

TO:

8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine temperature and hydraulic temperature

FROM:

8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge.

TO:

8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge to verify hydraulic oil level.

FROM:

8.5.4 Work lights, dual front halogen; one rear halogen minimum

TO:

8.5.4 Work lights, dual front halogen and one (1) rear halogen minimum.

DELETE:

8.6.4 Transmission charge pressure

FROM:

8.8.7 Low profile strobe light must be mounted for 360° visibility (Aero-Flash M-420 or equal)

TO:

8.8.7 Low profile strobe light must be mounted for 360° visibility – Class 1 LED beacon – Amber

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FROM:

8.9.7 Unit shall be hydrostatic all wheel drive

TO:

8.9.7 Unit shall be hydrostatic all wheel drive. Controls should be electric over hydraulic.

FROM:

9.1 All attachments must be mounted on a quick-change mechanism. (Ref. 8.9.1)

TO:

9.1 All attachments must be mounted on a manual quick change mechanism.(Ref. 8.9.1)

FROM:

9.4 The following attachments shall be available and must be priced to award contract:

TO:

9.4 The following attachments shall be available and include all mounting hardware, wiring harness, etc. for connection. Attachments must be priced to award contract.

DELETE:

9.4.18 COLD PLANER – HIGHFLOW

CAT PC-210 OR EQUAL

Width of Cut 40 in.

PREBID ADDENDUM #5
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OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

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

NO CHANGE REQUIRED:

X6.0 SPECIFICATIONS -GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

Is descriptive literature, fully describing proposed unit attached to your bid?
_____ YES _____ NO

If not, why? _____

FROM:

X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and
engine/hydraulic temperature _____ YES _____ NO

TO:

X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine
temperature and hydraulic temperature _____ YES _____ NO

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FROM:

X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO

TO:

X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO

Is gallons label and **sight gauge included to verify hydraulic oil level**

YES NO

FROM:

X8.5.4 Work lights, dual front halogen; at least one rear halogen YES NO

TO:

X8.5.4 **Work lights, dual front halogen and one (1) rear halogen** YES NO

DELETE:

X8.6.4 Transmission charge pressure YES NO

FROM:

X8.8.7 Low profile strobe light mounted for 360° visibility YES NO

Manufacturer/Model: _____

TO:

X8.8.7 Low profile strobe light mounted for 360° visibility – Class 1 LED amber

YES NO

Manufacturer/Model: _____

FROM:

X8.9.7 Is unit hydrostatic all wheel drive YES NO

TO:

X8.9.7 **Is unit hydrostatic all wheel drive** YES NO

Are controls electric over hydraulic YES NO

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FROM:

X9.1 Are all attachments mounted on a quick change mechanism YES NO

TO:

X9.1 Are all attachments mounted on a manual quick change mechanism
 YES NO

FROM:

X9.4 Are you supplying all attachments as listed in the specifications YES NO

TO:

X9.4 **Are you supplying all attachments as listed in the specifications including all mounting hardware, wiring harness etc. for connection YES NO**

DELETE:

X9.4.18 Does the **COLD PLANER** you are providing meet or exceed the specification
 YES NO

Manufacturer: _____

Model: _____

Cold Planer Price: _____