



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
7011EC13

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/01/2011				

BID OPENING DATE: 03/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS CHANGES TO SPECIFICATION PER THE ATTACHED.						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
3.) BID OPENING REMAINS 03/09/2011 AT 1:30 PM						
*****END ADDENDUM NO. 1*****						
0001	1	EA		070-53		
TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE						
***** THIS IS THE END OF RFQ 7011EC13 ***** 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 #1
7011EC13

TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – 3rd Paragraph

A completed pilot model for inspection must be provided within 60 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:

7.2.3 Engine (Diesel) – Water Cooled

TO:

7.2.3 Tier 4 Engine (Diesel) – Water Cooled

FROM:

7.2.3.1 Cummins ISL, turbocharged or equal

TO:

7.2.3.1 Cummins ISC, turbocharged or equal

FROM:

7.2.3.2 Horsepower 310 minimum @ 1800 RPM approximate

TO:

7.2.3.2 Horsepower 300 minimum @ 860 ft. lb. torque.

FROM:

7.2.3.9 Jacobs engine brake #411 or equivalent shall be provided.

TO:

7.2.3.9 Compression engine brake shall be provided

FROM:

7.3.1 Manufacturers standard diesel for model bid

TO:

7.3.1 Manufacturers standard Tier 4 diesel for model bid.

DELETE:

7.4.5.1 CB radio with coax and antenna to be installed in cab

FROM:

7.4.6.1 Two (2) hydraulic joysticks (hoist and bucket, telescope and swing).

TO:

7.4.6.1 Two (2) electronic joysticks (hoist and bucket, telescope and swing).

FROM:

7.10.1 Cab exterior and interior to be painted manufacturers standard white

TO:

7.10.1 Cab exterior and interior to be painted manufacturers standard

PREBID ADDENDUM #1
7011EC13

TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

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

TO:

X4.2 DELIVERY

X4.2.1 Delivery date of completed pilot 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:

X7.2.3 Is engine diesel – water cooled YES NO

TO:

X7.2.3 Is engine Tier 4 diesel – water cooled YES NO

NO CHANGE REQUIRED

X7.2.3.1 Manufacturer/Model: turbocharged YES NO

FROM:

X7.2.3.2 Horsepower RPM

TO:

X7.2.3.2 Horsepower: Ft. Lb. Torque:

FROM:

X7.2.3.9 Engine brake: _____

TO:

X7.2.3.9 Engine compression brake: _____

FROM:

X7.3.1 Manufacturer: ___ standard diesel for model bid ___ YES ___ NO

TO:

X7.3.1 Manufacturer: _____ standard Tier 4 diesel for model bid
 _____ YES _____ NO

DELETE:

X7.4.5.1 Is CB radio with coax and antenna installed in cab ___ YES ___ NO

FROM:

X7.4.6.1 Will have two (2) hydraulic joysticks (hoist and bucket, telescope and
 Swing ___ YES ___ NO

TO:

X7.4.6.1 Will have two (2) electronic joysticks (hoist and bucket, telescope and swing
 _____ YES _____ NO

FROM:

X7.10.1 Will cab exterior and interior be painted manufacturers standard white ___ YES ___ NO

TO:

X7.10.1 Will cab exterior and interior be painted manufacturers standard _____ YES _____ NO

Request for Quotation Number: 7011EC13 Date: 2/17/2011

Project Description: Hydraulic Excavator, Dual Engine, Truck Mounted

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:	WEST VIRGINIA TRUCK CO.
Firm Address:	P.O. BOX 473 CHARLESTON, WV 25322
Representative Attending:	GARY W. GRAY
Phone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	GRAYGW@WVTRUCK.COM

Firm Name:	Kent Cochran
Firm Address:	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Anderson Equipment Co.
Firm Address:	2001 Ruskin DR. Pleasant Valley, WV 26554
Representative Attending:	Bert Smith
Phone Number:	304-614-5811
Fax Number:	304-366-7214
Email Address:	bsmith@andersonequip.com

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

Firm Name:	GRADALL IND INC
Firm Address:	406 MILL AVE SW New Philadelphia, OH 44663
Representative Attending:	JOHN BRIDGEMAN
Phone Number:	330 316 4873
Fax Number:	330 339 8468
Email Address:	JBRIDGEMAN@GRADALL.COM

Firm Name:	Angie Moorhead
Firm Address:	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Request for Quotation Number: 7011EC13

Date: 2/17/2011

Hydraulic Excavator, Dual Engine, Truck Mounted

Project Description:

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Firm Name:	<i>Kevin Wiley</i>
Firm Address:	<i>WV DOT</i>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

Firm Name:	<i>Stevenson</i>
Firm Address:	<i>DOT - Purchasing</i>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

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

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