



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
7011EC15

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
02/17/2011				

BID OPENING DATE: **02/23/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) TO PROVIDE CHANGES TO SPECIFICATIONS PER THE ATTACHED		
				2.) CHANGE BID OPENING DATE FROM 02/24/2011 AT 1:30 PM TO 02/23/2011 AT 1:30 PM		
				3.) TO PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE SHEET.		
				*****END ADDENDUM NO. 1*****		
0001	1	EA		570-64		
				9 CUBIC YARD ABRASIVE AND CHEMICAL SPREADER		
				***** THIS IS THE END OF RFQ 7011EC15 ***** 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
7011EC15

9 CUBIC YARD STAINLESS STEEL
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGES TO SPECIFICATIONS:

FROM:

7.2 Spreaders shall consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.

TO:

7.2 Spreaders shall consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.

FROM:

7.4.2 The struck capacity shall be 9 cubic yards.

TO:

7.4.2 The struck capacity shall be within the range of 8.7 – 9.3 cubic yard minimum:

FROM:

7.5.12 The conveyor drive motor shall be mounted on the reduction gear box and have a ratio of approximately 50-1.

TO:

7.5.12 The conveyor drive motor shall be mounted on rear of the reduction gear box and have a ratio of approximately 50-1.

FROM:

7.6.4 A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner.

TO:

7.6.4 A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner. (NOTE: Flip up chute is not acceptable.)

7011EC15

FROM:

7.10.3 Strobe light shall be "quad flash"

TO:

7.10.3 Warning light shall be Class 1 LED amber

FROM:

7.13 One (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.

TO:

7.13 One (1) piece of angle iron 3/8" x 4" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.

PREBID ADDENDUM #1
7011EC15

9 CUBIC YARD STAINLESS STEEL
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X7.2 Does spreader consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit? YES NO

TO:

X7.2 Spreader consists of a _____ gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit? YES NO

FROM:

X7.4.2 Capacity struck: cubic yards

TO:

X7.4.2 Struck capacity: _____ cubic yards

FROM:

X7.5.12 Is conveyor drive motor mounted on reduction gear box and has a ratio of approximately 50:1? YES NO

TO:

X7.5.12 Is conveyor drive motor mounted on rear of the reduction gear box
 YES NO
And ratio of _____

NO CHANGE REQUIRED:

X7.6.4 Is a deflector baffle or diverter chute provided in an enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner? YES NO

FROM:

X7.10.3 Is strobe light "quad flash" YES NO

TO:

X7.10.3 Is warning light Class 1 LED amber? YES NO

FROM:

X7.13 Is one (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each? YES NO

TO:

X7.13 Is one (1) piece of angle iron 3/8" x 4" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each? YES NO

SIGN IN SHEET

Request for Quotation Number: 70118C15

Date: 2/1/2011

Project Description: 9 cubic yd Stainless Steel Demountable Chemical Spreader

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>WEST VIRGINIA TRACTOR CO</u>
Firm Address:	<u>D.O. BODLETZ</u>
	<u>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>WVTRACTOR@MESH.COM</u>

Firm Name:	<u>Kenn Riley</u>
Firm Address:	<u>WUDOKI</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Middleton Tractor Sales</u>
Firm Address:	<u>2345 Whithell Blvd.</u>
	<u>Fairmont WV 26534</u>
Representative Attending:	<u>Zack Marsh</u>
Phone Number:	<u>304 366 4690</u>
Fax Number:	<u>304 366 4698</u>
Email Address:	

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

Firm Name:	<u>LH Jones Equip. Co.</u>
Firm Address:	<u>1025 State L. Cox Rd.</u>
	<u>Morgantown WV 26505</u>
Representative Attending:	<u>LEN HANCOCK</u>
Phone Number:	<u>304 292 1307</u>
Fax Number:	<u>304 292 6641</u>
Email Address:	<u>info@lhjones.com</u>

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

SIGN IN SHEET

Request for Quotation Number: 7011 ECL5

Date: 2/1/2011

Project Description: Cubic Yd. Stainless Steel Dismantable Chemical Spreader

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>Henderson Products Inc</u>
Firm Address:	<u>1085 S. Third St. P.O Box 40 Manchester IA 52057</u>
Representative Attending:	<u>Todd Stritzel</u>
Phone Number:	<u>563-929-0147</u>
Fax Number:	<u>563-927-7031</u>
Email Address:	<u>tstritzel@hendersonproducts.com</u>

Firm Name:	<u>Marcus Fee</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>BAKER TRUCK EQUIP</u>
Firm Address:	<u>PO BOX 482 HUMMAGE WVA 25526</u>
Representative Attending:	<u>DAVID BEITZEL</u>
Phone Number:	<u>800-342-3119</u>
Fax Number:	<u>304 722-3829</u>
Email Address:	<u>DAVID@ACE TRUCK.NET</u>

Firm Name:	<u>Karen Cochran</u>
Firm Address:	<u>DOH</u>
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:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011 EC 15

Date: 2/1/2011

Project Description: 9 cubic yd stainless steel Dismountable Chemical Spreader

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>ROPE, INC.</u>
Firm Address:	<u>PO BOX 99 FALLING ROCK, WV 25079</u>
Representative Attending:	<u>JOE HOOPER</u>
Phone Number:	<u>304-548-6701</u>
Fax Number:	<u>304-548-7186</u>
Email Address:	<u>joe@ropeincorporated.com</u>

Firm Name:	<u>Steel Strong</u>
Firm Address:	<u>Purchasing - DOT</u>
Representative Attending:	<u>Angie Murrell</u>
Phone Number:	<u>DOT</u>
Fax Number:	
Email Address:	

Firm Name:	<u>FLINK COMPANY FLINK COMPANY</u>
Firm Address:	<u>DAN PALMER 502 N. VERMILION ST STREATOR, IL 61364</u>
Representative Attending:	<u>DAN PALMER</u>
Phone Number:	<u>815-674-5982</u>
Fax Number:	<u>815-672-7678</u>
Email Address:	<u>DANP@FLINKCO.COM</u>

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

Firm Name:	<u>RHODES WREKS</u>
Firm Address:	<u>28 S FIRST ST PARKERSBURG, WV 26101</u>
Representative Attending:	<u>JOHN RHODES</u>
Phone Number:	<u>304-863-8855485</u>
Fax Number:	<u>304-863-877</u>
Email Address:	<u>jr@rhodeswreks.com</u>

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