



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR ROOM

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
03/14/2011				

BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
THIS ADDENDUM IS ISSUED TO ANSWER TECHNICAL QUESTIONS PER THE ATTACHED.						
THE BID OPENING DATE REMAINS 03/23/2011 AT 1:30 PM.						
*****END ADDENDUM NO. 4*****						
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).

ADDENDUM #4

7011EC15

9 DUBIC YARD STAINLESS STEEL

DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER HYDRAULIC

RESPONSE TO QUESTIONS

We have one technical question that needs to be addressed. When this contract was awarded the last time we supplied the spreaders per specification. After delivery of the units, it was discovered by many of the districts that they preferred the motor be mounted to the rear of the machine instead of towards the hopper. This allows the spreader to be slid into the truck further. Placing the motor on the rear has no disadvantage, other than it makes it slightly more susceptible to damage from a rear impact. The vast majority of the motors were switched from the front to the rear after delivery. Please see the attached technical question document from the manufacturer.

RESPONSE: See Addendum #1

7.4.9 Does "angle formed cross sills" meet this spec?

RESPONSE: No

7.4.11 I haven't seen any mention of the spreader tie-down/mounting system, such as (4) chains and eye bolts or (4) ratchet straps.

RESPONSE: Tie downs not included in specs

7.4.13 Does the front spill shield have to be delivered mounted or can it be shipped loose inside the spreader?

RESPONSE: May be shipped loose

7.4.15 Does the work light have to be mounted or can it be shipped inside the spreader?

RESPONSE: May be shipped loose

7.5.6 Is a formed stainless steel chain shield acceptable in lieu of the removable rubber chain shield?

RESPONSE: No

7.9 Do the screens and beam have to be mounted or can they be shipped loose inside the spreader?

RESPONSE: May be shipped loose

7.9.1 Is a 6" x 9.0 lb. I-beam acceptable in lieu of a box beam?

RESPONSE: No

7.2 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.4.1 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.4.5 On 7011EC14, for 5 yard spreaders, you ask for 84" max and on 7011EC15 you ask for 82" max. Is it OK if the 9 yard spreaders are 84" max inside width?

RESPONSE: Yes

7.4.7 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.4.9 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.4.10 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.4.11 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.5.6 Are the rubber wear strips length wise or are they on the end of the hopper over the chain?

RESPONSE: Over the chain

7.5.7 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.5.10 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.5.13 Do you want speed sensor built in the motor or on the spreader sub shaft?

RESPONSE: In motor

7.5.16 Do you want speed sensor built in the motor or on the spreader sub shaft?

RESPONSE: In motor

7.9.1 Would you accept 201 stainless steel in lieu of 304 stainless steel? See attached comparison sheet showing 201 stainless vs 304 stainless.

RESPONSE: No

7.9.4 Henderson dips the top screens. Is that acceptable in lieu of powder coating?

RESPONSE: Yes, list as exception

7.13 Is the angle 4" x 4" x 3/8" x 90" long?

RESPONSE: Yes

1. Can you provide an estimate of quantity of units to be purchased in the 12 month period following the date of the award?

RESPONSE: Undetermined

2. Will other stainless steel alloys other than 304 be acceptable?

RESPONSE: No

3. What are the desired dimensions for the fold-up ladder?

RESPONSE: Manufacturers standard

4. What are the desired dimensions for the stainless steel grip strut step plate to be mounted on the rear of the spinner housing frame?

RESPONSE: Manufacturers standard

5. Section 7.5.8 while pertaining to the same item on both units is different for the two spreaders. While one is mandatory (14), the other is not (15). Is a 1 ¼" idler shaft acceptable? And, is a 2" drive shaft acceptable? As written, these would be acceptable in the RFQ15 while not in the RFQ14.

RESPONSE: List on exception sheet

6. To comply with the 7.6.4 requirement for bulk unloading is a flip up spinner chute acceptable?

RESPONSE: No it is not – See Addendum #1

7. For top screen mounting, is a 6" channel cross beam acceptable?

RESPONSE: No it is not

10. Is a 9.5 cubic yard capacity acceptable for RFQ 15?

RESPONSE: See Addendum #1

11. The lighting drawing shows lights combined in housings but previous spreaders have been supplied with individual weatherproof housings as per the picture below. Are the individual weatherproof housings still allows?

RESPONSE: As long as you still are in compliance with the spec.