



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

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 10/11/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED		
				BID OPENING DATE AND TIME REMAINS 11/08/11 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		020-33 TRACTORS, GARDEN, MOTOR DRIVEN		
***** THIS IS THE END OF RFQ 7012EC02 ***** 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 #4
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO SPECIFICATIONS:

FROM:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

TO:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals. On-line manuals are acceptable.

FROM:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

TO:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot. On line manuals are acceptable.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

FROM:

7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading): - 10,000 lbs. minimum

TO:

7.1 Tractor manufacturers published (without ballast, without wheel weight, without tire loading): - 10,000 lbs. minimum

FROM:

7.5 Unit to be equipped with manufacturers standard vandalism package

TO:

7.5 Unit shall have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors

FROM:

7.7.2 80 PTO horsepower minimum

TO:

7.7.2 95 PTO horsepower minimum

DELETE:

7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear (See Diagram#1)

FROM:

7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard and must meet Target Tech Model Multi-Flash 5X, 12/48 VDC 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting.

TO:

7.15.7 Class 1 LED amber beacon; mounted in front center of cab roof with brushguard

DELETE:

7.20.2.1 1222 Lb. counterweight on left side, side step

FROM:

7.20.2.2 1440 Lb. minimum of tractor manufacturer wheel weights to be inserted on left rear tractor wheel

TO:

7.20.2.2 1440 Lb. minimum of wheel weights to be inserted on left rear tractor wheel

FROM:

7.20.2.3 Left rear tractor tire to be loaded with a **minimum 80% full of water containing 6 lb/gallon of calcium choride**

TO:

7.20.2.3 Left rear tractor tire to be loaded with a **minimum 80% full of water containing a minimum of 6 lb/gallon of a non-corrosive/biodegradable tire ballast; Rim Guard or equal**

FROM:

7.24.2 Rear tires 18.4 x 30 – 8 ply R1 tread

TO:

7.24.2 Rear tires 18.4 x 30 R1W

FROM:

7.25.4 Hitch lift capacity to be approximately 4,630 lbs. at 24 inches behind lift point

TO:

7.25.4 **Hitch lift capacity of 4450 lbs minimum** at 24 inches behind lift point

DELETE:

7.31 Preventive Maintenance and Operators Orientation/Training:

7.31.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

PREBID ADDENDUM #4
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit YES NO

TO:

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

Will the manuals be hard copies CD Rom or on line

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit YES NO

FROM:

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training YES NO

Will you conduct training with each purchase order against this open end contract? YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order? YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? YES NO

TO:**X6.3 TRAINING:**

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO
 If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?
 YES NO

Will the manuals be hard copies CD Rom or on line

FROM:

X7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading):-
 _____ lbs

TO:

X7.1 Tractor manufacturers published (without ballast, without wheel weights, without tire loading): - _____ lbs. minimum

FROM:

X7.5 Is unit equipped with manufacturers lockable side panels YES NO

TO:

X7.5 Does unit have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors
 YES NO

NO CHANGE REQUIRED:

X7.7.2 PTO Horsepower: _____

DELETE:

X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear
 YES NO

FROM:

X7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard **_YES_NO**

Does it meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting **_YES_NO**

Manufacturer: _____ **Model:** _____

TO:

X7.15.7 Is there a Class 1 LED amber beacon; mounted in front center of cab roof with Brushguard **_____ YES _____ NO**

DELETE:

X7.20.2.1 **_____ lb. counterweight on left side, side step** **_YES_NO**

FROM:

X7.20.2.2 **_____ Lb. of tractor manufacturer wheel weights inserted on left rear tractor Wheel** **_YES_NO**

TO:

X7.20.2.2 **_____ Lb. of wheel weights inserted on left rear tractor wheel** **_____ YES _____ NO**

FROM:

X7.20.2.3 **Left rear tractor tire loaded with _____% full of water containing 6 lb/gallon of calcium chloride** **_YES_NO**

TO:

X7.20.2.3 **Left rear tractor loaded with _____% full of water containing _____ lb/gallon of a non-corrosive//biodegradeable tire ballast** **_____ YES _____ NO**

Manufacturer/Model: _____

NO CHANGE REQUIRED:

X7.24.2 Rear Tires: _____

FROM:

X7.25.4 Hitch lift capacity __ lbs. at __ inches behind lift point

TO:

X7.25.4 Hitch lift capacity _____ lbs. at _____ inches behind lift point

DELETE:

X7.31.1 Preventive Maintenance and Operators Orientation/Training:
Describe: _____