



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
7012EC10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
06/06/2012				

BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66		
ADDENDUM NO. 02  ISSUED TO DISTRIBUTE ADDITIONAL TERMS & CONDITIONS AND TO QUESTION AND ANSWER RESPONSE PAGE PER THE ATTACHED.						
***** THIS IS THE END OF RFQ 7012EC10 ***** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).

7012EC10  
ADDENDUM NO. 2

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- I. Bidder's name
- II. Name of each subcontractor
- III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
  
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - I. The subcontractor listed in the original bid has filed for bankruptcy;
    - II. The subcontractor in the original bid has been debarred or suspended; or
    - III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

PREBID ADDENDUM  
7012EC10

HYDRAULIC TRACK EXCAVATOR

CHANGES TO SPECIFICATIONS:

FROM:

2. **Pricing Pages:** 3<sup>rd</sup> Paragraph – 1<sup>st</sup> Sentence  
Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion.

TO:

2. **Pricing Pages:** 3<sup>rd</sup> Paragraph – 1<sup>st</sup> Sentence  
Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

FROM:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within 90 working days after orders are received.

TO:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within 180 working days after orders are received.

DELETE:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 2<sup>nd</sup> and 3<sup>rd</sup> Sentences  
Vendor shall deliver emergency orders within one (1) working day after orders are received.  
Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

FROM:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 4<sup>th</sup> Sentence  
A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 4<sup>th</sup> Sentence  
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

ADDENDUM NO. 2  
PREBID ADDENDUM  
7012EC10

DELETE:

**VI. DELIVERY AND RETURN**

**3.0 Delivery Payment/Risk of Loss: 3<sup>rd</sup> Sentence**

The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

DELETE:

**VII. MISCELLANEOUS**

- 2. Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

**CHANGE NUMBERING SYSTEM ON THE FOLLOWING TO READ:**

- 3. Reports to 2. Reports**
- 4. Contract Manager to 3. Contract Manager**
- 5. Mandatory Requirements to 4. Mandatory Requirements**

**ADD:**

**VII. MISCELLANEOUS**

**5. EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS**

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

## ADDENDUM NO. 2

PREBID ADDENDUM  
7012EC10

## EXHIBIT A

VIII. SPECIFICATIONS:

## DELETE:

2. Vendor shall deliver standard orders within 90 working days after orders are received.
3. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
4. Vendor shall deliver emergency orders within one (1) working day after orders are received.
5. Standard order delivery shall be F.O.B. destination to the Agency's location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Rd, Buckhannon, West Virginia

## CHANGE TO READ:

11. Unspecified Accessories & Features - 1<sup>st</sup> Paragraph 4<sup>th</sup> Line  
Change "qualify" to "quality"

ADDENDUM NO. 2  
PREBID ADDENDUM  
7012EC10

FROM:

- 12. Operating weight shall be minimum 28,000 pounds and maximum of 33,000 pounds including fuel, thumb, and bucket attached.

TO:

- 12. Operating weight shall be minimum 28,000 pounds and maximum of 35,000 pounds including fuel, thumb, and bucket attached.

QUESTIONS FROM VENDOR:

- 14. Do you need the capability to switch between one-way and two-way flow?  
RESPONSE: No

Do you want the thumb controlled by an actuator within the joystick or by a foot pedal?  
RESPONSE: Joystick

Is there a specific (or minimum/maximum) number of tines needed for the thumb?  
RESPONSE: No

COST SHEET

Item Number	Estimated Quantity*	Unit of measure	Description	Unit Price	Extended Amount
1	10	Each	Hydraulic Track Excavator YEAR/MAKE/MODEL:		
			Total Amount		

I hereby Certify that the item being bid meets or exceeds specifications as written and I will comply with them all:

\_\_\_\_\_

\_\_\_\_\_

Vendor name and address and representative bidding

\_\_\_\_\_ Signature

\_\_\_\_\_ Date



## ADDENDUM NO. 2

## WARRANTY AND SERVICE POLICY QUESTIONNAIRE

CHANGE HEADING TO READ:  
FROM:

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

TO:  
**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY. PRIOR TO AWARD.**