



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
RMA12009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/21/2011				

BID OPENING DATE: 11/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED CHANGES TO THE SPECIFICATIONS.						
2) PROVIDE THE ATTACHED REVISED PRICING PAGES.						
3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN-IN SHEET.						
4) EXTEND THE BID OPENING DATE AND TIME.						
BID OPENING DATE EXTENDED TO: 11/17/2011						
BID OPENING TIME: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		929-68		
REPAIR A 1996 G2WD GRADALL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

State Rail Authority

120 Water Plant Drive, Moorefield, West Virginia 26836
(304) 538-2305 • TDD (800) 742-6991 • Fax (304) 538-7474

October 13, 2011

To : All Attendees of the October 13, 2011 Prebid Meeting for the repair of a 1996 G3WD Gradall

From: Cindy Butler, Director

Date: October 13, 2011

RE: Addendum #1 to RFQ #RMA12009 – Repair of 1996 G3WD Gradall

Any items not specifically addressed in this addendum remain the same as stated in the original RFQ

The following items are additional repairs that were decided on during the prebid meeting.

- Rebuild swing brake
- Rebuild the bucket adapter where it mounts and replace pins and bushings
- Repair upper cab electrical starting system
- Repair tilt switch
- Repair horn switch
- Replace pinion gear
- Repair lower power steering system

Should any unforeseen repairs or requirements be found after the bid award, the successful vendor is to identify and submit this to the Agency in writing for official approval prior to any additional work being completed.

RMA Cost Sheet

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Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Repair a 1996 G3WD Gradall				
1	Rebuild transmission and install new charge pump	\$	Each	1	\$
2	Power Steering Pump (as specified)	\$	Each	1	\$
3	Replace and Adjust Boom Rollers	\$	Each	1	\$
4	Repair suction leaks	\$	Each	1	\$
5	Drive Shaft	\$	Each	1	\$
6	Replace Starter	\$	Each	1	\$
7	1000 hour test	\$	Each	1	\$
8	Hydraulic Power and Pilot Circuits	\$	Each	1	\$
9	Replace Inner Boom Hoses	\$	Each	1	\$
10	Rebuild boom in/out cylinder	\$	Each	1	\$
11	Engine Exhaust Stack and clamps	\$	Each	1	\$
12	Cab Glass top & bottom / plus spares	\$	Each	1	\$
13	Cab Wiper Assembly	\$	Each	1	\$
14	All lights including cab and panel	\$	Each	1	\$
15	Back-up Alarm system	\$	Each	1	\$
16	Leaks and gaskets on Hydraulic Tank	\$	Each	1	\$

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
17	Degrease machine / Replace Safety decals	\$	Each	1	\$
18	Rebuild Swing Brake	\$	Each	1	\$
19	Rebuild the bucket adapter where it mounts and replace pins and bushings	\$	Each	1	\$
20	Repair upbber cab electrical starting system	\$	Each	1	\$
21	Repair tilt switch	\$	Each	1	\$
22	Repair horn switch	\$	Each	1	\$
23	Replace pinion gear	\$	Each	1	\$
24	Repair lower power steering system	\$	Each	1	\$
25	Total Delivery to and from vendor site	\$	Each	1	\$
	Total				\$

Notes:

- 1.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 2.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA12009 Date: 10/13/11

Firm & Representative Name

Mailing Address

Telephone & FAX Numbers

1. Steve Mader
Elliott & Frawt

10421 Gilford
Jessup Md 20794

T: 4107929134
F: 301-3175061

2. Ellen Fry
H+E Equipment

16571 Merchant Pl
Warrenton, VA 20187

T: 5403492878
F: 5403494509

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Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.