



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
06800078

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY

GVM Snow Equipment
374 Heidlersburg Road
Biglerville, PA 17307

SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/15/2007				
BID OPENING DATE: 12/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	EA		830-55	\$ 10,819.80	\$ 32,459.40
6,100 GALLON VERTICAL STORAGE TANKS LABOR AND MATERIAL FOR THE INSTALLATION OF (3) THREE 6,100 GALLON VERTICAL STORAGE TANKS AND OVERHEAD SPRAY SYSTEM PER THE ATTACHED SPECIFICATIONS. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.						

SIGNATURE <i>Thomas Bain</i>				TELEPHONE 800-458-5123	DATE 12/3/07
TITLE Vice President		FEIN 23-206-5809		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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY'S PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas Bain</i>	TELEPHONE 800-458-5123	DATE 12/3/07
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TITLE Vice President	FEIN 23-206-5809	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE <i>Vice President</i>	FEIN 23-206-5809	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Thomas Ban TELEPHONE 800-458-5123 DATE 12/3/07

TITLE Vice President FEIN 23-206-5809 ADDRESS CHANGES TO BE NOTED ABOVE

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SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1						
NO. 2						
NO. 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas Ban</i>	TELEPHONE 800-458-5123	DATE 12/3/07
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NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p><i>Thomas Rain</i> GVM Snow Equipment COMPANY</p> <p>12/03/07 DATE</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Thomas Rain* TELEPHONE 800-458-5123 DATE 12/3/07

TITLE Vice President FEIN 23-206-5809 ADDRESS CHANGES TO BE NOTED ABOVE

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LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: CONTRACTORS LICENSE NO.:				<i>Please Refer To The Attached Exemption Form Issued By West Virginia Division of Labor.</i>		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas Bein* TELEPHONE: 800-458-5123 DATE: 12/3/07

TITLE: Vice President FEIN: 23-206-5809 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ INSERT NAME AND ADDRESS IN BRACE ABOVE LABELLED NUMBERS



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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>REQ. NO.: 06800078</p> <p>BID OPENING DATE: 12/05/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 717-677-4291</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>Thomas Bair 800-458-5123</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas Bair</i>	TELEPHONE 800-458-5123	DATE 12/3/07
TITLE <i>Vice President</i>	FEIN 23-206-5809	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ 06800078 ***** TOTAL:						

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CALCOTE PEDESTAL MODEL CP-50-RC

TECHNICAL SPECIFICATIONS

DESCRIPTION:

The Calcote Pedestal, Model CP-50-RC is a multifunctional liquid deicer dispensing system. It is designed to prewet solid deicing materials by the truckload or front end loader bucket. In addition to these two functions, it is capable of loading and unloading truck mounted prewet tanks. The unload function allows the liquid deicer to be returned to the bulk storage tank at the end of the season or if the tank needs to be drained for maintenance.

The system is free standing and does not require a mounting post or a fixed base for mounting.

All fabricated steel components of the unit are hot dip galvanized for corrosion protection; base, main body, and spray arm.

PHYSICAL DIMENSIONS:

Pedestal Height	10' 4"
Spray Arm Height (horizontal position)	9' 4"
Spray Head (distance from pivot)	8' 6"
Pedestal Base	3' x 3' x 3.5'

SPRAY ARM:

Movement of the spray arm up and down is accomplished manually by a hand winch rated at 800 pounds. The effective height adjustment range for overhead liquid deicer application to truckloads is 11' 3" to 7' 3". Flexible PVC hose from the pump outlet to the spray arm allows for easy movement of the arm in cold temperatures encountered during winter operation. The arm is 1 1/4" galvanized steel pipe.

SPRAY HEAD:

The spray head is made of 1 1/2" sch 80 PVC and has four (4) 1" brass spray nozzles spaced at 15" intervals. The nozzle spacing forms a rectangular spray pattern. The pattern size is controlled by a 1 1/4" Poly ball valve connected to the inlet of the spray head. Spray nozzle spacing can be easily configured to meet specific needs.

PUMP / MOTOR ASSEMBLY:

The stainless steel centrifugal pump has a 2" inlet, a 1 1/2" outlet, and a rated flow of 60 gpm in typical installations. The pump is close coupled to a 2 hp, 3450 rpm, TEFC, 230 volt single phase motor. The pump motor assembly is housed for protection in a rotationally molded, UV stabilized polyethylene enclosure. Electrical wiring from the pump motor to the electrical control box is contained in LIQUITIGHT flexible conduit with LIQUITIGHT connectors at both ends. The assembly is mounted to the Pedestal base.

10-7-00234

Item No.	Quantity	DESCRIPTION	Unit Price	Amount
1.	3	6,100 Gallon Heavy Duty Construction Vertical Polyethylene Storage Tank Norwesco Model No. 40661 or Equal Dimensions: 120" diameter 139" height	<u>\$ 354.60</u>	<u>\$ 10,638.00</u>
2.	3	Free Standing Overhead Spray Dispensing System with Calcote Pedestal Model CP-50-RC or Equal	<u>\$ 6082.75</u>	<u>\$ 18,248.25</u>
3.	3	Plumbing Required to Hook Up System Including Electrical Ball Valve	<u>\$ 401.49</u>	<u>\$ 1204.47</u>
	3	Manual Standard Port Valve	<u>\$ 41.30</u>	<u>\$ 123.90</u>
4.	3	Shipping for Storage Tank	<u>\$ 289.66</u>	<u>\$ 868.98</u>
5.	3	Shipping and Installation of Overhead Spray System	<u>\$ 450.00</u>	<u>\$ 1350.00</u>
TOTAL			<u>\$ 32,459.40</u>	

DELIVERY: The above items are to be delivered and installed to three West Virginia Division of Highways Storage sites:

1. Marshall County Headquarters, Glen Dale, WV
2. Ohio County Headquarters, Triadelphia, WV
3. I-70 Headquarters, Triadelphia, WV

IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

Requirements of WV Dept. of Trans. special provision 109.20, price adjust. for load limit viol. dtd 02/25/91 shall apply to all materials supplied by this contract, incl. those loaded by vendor into DOH owned and/or rented trucks. This provision may be obtained from: Dir. Of Construction, Bldg 5., Room A729, 1900 Kanawha Blvd E., Charleston, WV 25305-0430

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: GVM Snow Equipment, A Division of GVM, Inc.

Authorized Signature:  Date: 12/3/07

WEST VIRGINIA DIVISION OF LABOR

749-B Building 6, Capitol Complex • Charleston, West Virginia 25305

Phone (304) 558-7890 • Fax (304) 558-3797

HTTP://WWW.LABOR.STATE.WV.US

JOE MANCHIN, III
Governor



DAVID W. MULLINS
Commissioner

WEST VIRGINIA CONTRACTOR LICENSING BOARD

Building 6, Room B-749, Capitol Complex
Charleston, West Virginia 25305

March 21, 2007

EXEMPTION FROM THE REQUIREMENTS OF THE CONTRACTOR LICENSING ACT

The following company has demonstrated through a letter of explanation that due to the nature of business being conducted, the company is exempt from provisions of the West Virginia Contractor Licensing Law.

Snow Equipment Sales
374 Heidlersburg Road
Biglerville, PA 17307

TYPE OF WORK PERFORMED....

"Company will deliver the product and will be on-site for technical installation advice ONLY. All installation of electrical and plumbing will be done by the personnel bidding the job."

This exemption does not apply to work, which is subject to State Building Codes and National Fire Protection Association codes.

This exemption expires: March 21, 2008

A handwritten signature in cursive script that reads "Fran Cook".

Fran Cook
Deputy Commissioner

* To renew this exemption, please fax it to (304) 558-2273 to the attention of AMY *

**ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
BID BOND**

Know All Men by These Presents,

Bond No. Q8850AE7193.

That we, GVM Snow Equipment, a division of GVM, Inc. (hereinafter called the Principal) as Principal, and the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety), as Surety, are held and firmly bound unto State of West Virginia.

.....hereinafter called the Obligee in the full and just sum of

One Thousand Six Hundred Twenty Five & 00/100 Dollars, (\$1,625.00...), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 30th day of November, A.D. 2007.

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 30 days to the Principal for Installation of Overhead Spray System

..... according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

GVM Snow Equipment,
Principal... a division of GVM, Inc

Witness: *Thomas Ban*

By: *Paul Chotera*

Witness: *Justin Gordon*

ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
By: *Jules Hill*
Attorney-in-Fact



ERIE INSURANCE GROUP

ERIE INSURANCE PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

James J Kopenhaver

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

In a penalty not to exceed the sum of Five Hundred Thousand Dollars (\$500,000.00)

And to bind the ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one or more of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

The Power of Attorney is granted under and by authority of the following Resolution adopted by unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 8th day of May 2002 and said Resolution has not been amended or repealed:

Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Signature of Jeffrey A. Ludrof, President and Chief Executive Officer

STATE OF PENNSYLVANIA }
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch, Notary Public

CERTIFICATE:

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Signature of J. R. Van Gorder, Secretary

In witness whereof, I have hereto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.

this 30th day of November 2007