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

Request for Quotation

DPS1236

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

304-727-2921

ST ALBANS WV 25177

\*709040203

PO BOX 111

C&O MOTORS INC

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

WEST VIRGINIA STATE POLICE

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WH	EN RESPO	ONDING	TO RFQ	INSER	T NAME AND	ADDRESS	IN SPACE ABOVE L	ABFLE	D '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 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 Sfreet 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).

## <u>DPS1236</u> ADDENDUM NO.1

- Q1: Is it adviseable to quote different discount percentages for parts on the list, or is one firm fixed percentage discount preferable?
- A1: A firm fixed discount for all parts.
- Q2: Will the bid be awarded based on the lowest total dollar amount or the highest discount percentage quoted?
- A2: The award will be based on low bid total per bid form, based on the vendor's current catalogue price less the discount. Please see Attachment A, Page 13 of the RFQ, Evaluation & Award.
- Q3: I wanted to know if there are any differences in DPS1236 and the prior RFQ DPS1208. I was expecting something different since the prior RFQ was canceled, but I am not seeing anything thats different.
- A3: The difference in DPS1236 and the previous RFQ, DPS1208, is located on Attachment A Page 13 of the RFQ Evaluation & Award.

Bid opening remains April 25, 2012 at 1:30 pm.

No additional questions will be accepted on this RFQ.

EXHIBIT 10

ADDENDLIM NO 'S.

REQUISITION NO.: DPS 1236

## 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.

ADDENDOM NO. 5.	
NO. 1	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
I UNDERSTAND THAT FAILURE TO CONFIRM THE	

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

SIGNATURE

Colombia Morors

COMPANY 4-24-12

DATE

REV. 11/96

DPS1208 - AUTOMOBILE BODY PARTS	*Estimated Annual		Discount	Disconitten	
Description	Usage	Catalog Price	Percentage	Unit Price	Extended Price
010 Police Impala	医斯坦战兢烈器	跨級時期的	<b>注意的</b>	是是是此時間	<b>医外腺性</b>
ell side head light Assembly - Part #, 25958360 or	20	\$ 287.03	33 %	\$191.27	\$3825.40
ight side head tight assembly - Part #: 25958359 or	20	\$ 287.03	33 %	\$191.27	\$ 3825.40
qual eft front fender Part #. 89023525 or equal	40	\$190.96	34 %	\$125.19	\$5001.60
tight front fender - Part #: 890023524 or equal	40	\$ 190.96	34 %	\$ 125.19	\$5007.60
100d Parl #: 89023526 or equal	40	\$ 434.96	34 %	\$285.14	\$11405.40
Hood latch Part #: 20763655 or equal	10	\$113.42	34 %	574.36	\$ 743.60
Complete grill - Part #: 10333709 or equal	40	\$ 84.95	34 %	\$ 55.69	\$2227.60
Rear bumper Part #: 25865729 or equal	40	\$144.98	34 %	\$95.04	\$3801.60
Sumber cover (plastic) - Part #: 19120961 or equal	60	\$ 535.55	34 %	\$351.09	\$21065.40
runk lid - Part #: 89025351 or equal	20	\$ 898.48	34 %	589.00	\$11780.00
ell side rear tail light assembly - Part #: 25971597 o	20	\$ 202.94	.33 %	5/35-29	\$2705.80
Fascla • Frnt Part #: 89025047 or equal	20	\$392.33	34 4	5257.20	\$5144.00
Absorber Frnl Perl #: 15886100 or equal	20	\$ 197.57	34 4	\$129.51	\$2590.20
Radiator Part #: 16140592 or equal	20	\$ 608.10	33 4	\$405.40	\$8108.00
Condenser - Parl #: 89018842 or equal	20	\$337.84	44 4	\$187.69	\$3753.80
Alr Bag Module Part #: 25851890 or equal	20	\$691.06	22 4	\$542.16	\$10843,20
Air Bag Sensor - Parl #: 15250331 or equal	20	\$181.96	22 4	\$141.52	52830.40
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.ell side head light Assembly – Part #: 26970909 or equal	20	353.18	33 :	s235.86	\$4717.20
Right side head light assembly - Part #: 25970908 or	20	\$337.32	33 1	\$ \$224.88	\$4497.60
Left front fender - Part #: 12477993 or equal	40	5255.72	34 :	\$ \$167.63	\$6705,20
Right front fender Part #:12477994 or equal	40	\$255.72	34 :	\$ \$167.63	\$6705.20
Hood Part #: 12478013 or equal	40	\$365.05	34	45234.31	\$4572.40
Hood latch - Part #: 25775905 or equal	10	\$ 44.49	34	1529.17	\$ 291.70
Complete grill - Part #: 19120219 or equal	40	5334.84	15	65219.51	\$8780.40
Rear bumper - Part #: 25863531 or equal	40	\$521.07		65341.59	\$13663.60
Bumber cover (plastic) - Part #: 89045604 or equal	60	\$492.67		1322.97	\$19378,20
Tailgale - Parl #: 89023979 or equal	20	\$835,71	34	1547.86	\$ 10.957.20
Left side rear tail light assembly - Part #: 15131578 equal	20	\$122,58	7	x \$ 81.71	\$1434.20
Fascia Frnt - Part #: 88937008 or equal	20	\$419,51	34	4 5275:00	\$5500,00
Radiator Part #: 15196385 or equal	20	\$540.53	33	1 \$36D.36	\$ 7207.20
Condenser - Part #: 89019255 or equal	20	\$378,38	44	4 5210.21	\$ 4204.20
	20	\$881.34	22	1 \$685.51	\$ 13710.20
Air Bag Module - Pert #: 15112395 or equal	20	5/04/57	122	\$ \$81.28	\$ 1625.60
Air Bag Sensor - Part #: 10383585 or equal	The second second	SALTERNATION	6 (5x 15 2.5)	TOTAL	\$ 223.815
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Bidder / Vendor Information:					•
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Address: P.O. Box ///	TreeT				
Phone#: S. A/SANS	wu 25	177			
Email Address:		2.54 11.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	AMERICAN LANG.	TORING WARE	ov Mirageloigal Cod
Contract Coordinator Information:	THE PROPERTY OF THE PARTY OF TH	<b>经济公司</b>	1000年3月1日日本学	10 10 10 10 10 10 10 10 10 10 10 10 10 1	en e
Name: Boyd A.	HACOCA			•	
Address: P. O. Box /	II TIET				
Phone#: 57. Alban	4N 251	Thhan	0m000	web MOT	IRS.COM
Email Address: * Estimated quantities are for bidding and evaluation		Ullive	., - ,,		