

RFQ COPY

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Gillie Hyde Ford Chrysler 610 Happy Valley Road 6 lasgow KY 42141

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

Request for BEONUMBER Quotation

DPS1208

1

ADDRESS CORRESPONDENCE TO ATTENTION OF: TARA LYLE 304-558-2544

WEST VIRGINIA STATE POLICE

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4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

25309 304-746-2141

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#### **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 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).



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

#### Request for REGNUMBER Quotation

DPS1208

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ADDRESS CORRESPONDENCE TO ATTENTION OF TARA LYLE 304-558-2544

SHIP

RFO COPY TYPE NAME/ADDRESS HERE Gillie Hyde Ford Chrysler 610 Hoppy Valley Road Glasgow KY 42141

WEST VIRGINIA STATE POLICE

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS 01/23/2012 BID OPENING DATE: 02/23/2012 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON

AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT! NOT EXCEED TWELVE | (12) | MONTHS. DURING | THIS "REASONABL TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST IRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILLING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE 270-651-2125

DATE 2012

Service Dieder 610700786

SIGNATURE

ADDRESS CHANGES TO BE NOTED ABOVE



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TYPE NAME/ADDRESS HERE

610 Hoppy Valley Road Glasgow KY 42141

Gillie Hyde Ford Chrysler

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

Request for REQUIRED NUMBER Quotation

DPS1208

PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

WEST VIRGINIA STATE POLICE

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

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.Ö.B, 01/23/2012 BID OPENING DATE: 02/23/2012 BID OPENING TIME 01;30PM LINE QUANTITY UOP ITEM NUMBER AMOUNT UNIT PRICE CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME ΦF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE Approximations only, based on estimates supplied by THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT. WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT ITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 01/17/2012 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 270-651-2125 02

6/0700786

Service Director

ADDRESS CHANGES TO BE NOTED ABOVE



DATE PRINTED

RFO COPY

TYPE NAME/ADDRESS HERE

Gillie Hyde Ford Chrysler

Happy Valley Road

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

## Request for REONUMBER Quotation DPS1208

DPS1208

4

ADDRESS CORRESPONDENCE TO ATTENTION OF TARA LYLE 304-558-2544

WEST VIRGINIA STATE POLICE GH-P

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309

304-746-2141 F,O,B FREIGHT TERMS TERMS OF SALE SHIP VIA

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610 Happy Valley Road Glasgow Ky 42141

Gillie Hyde Ford Chrysler

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B, FREIGHT TERMS 01/23/2012 BID OPENING DATE: 02/23/2012 BID OPENING TIME 01:30PM CAT. QUANTITY ITEM NUMBER UNIT PRICE AMOUNT LINE UOP PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID -----TL/32-----BUYER: ---------|-DPS1208-----RFQ. NO .: ----BID OPENING DATE: ------02/23/2012----PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: Fax 270-651-5950 CONTACT PERSON (PLEASE PRINT CLEARLY): Bradley. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE 610700786

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

### **Automobile Collision Parts - Specifications**

#### **DPS1208**

#### I. PURPOSE AND SCOPE:

The West Virginia State Police is soliciting bids to establish a contract for automobile collision parts. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue, computer print-out, or computer disc. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

#### II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

- 1. "Agency" or "Agencies" means West Virginia State Police (WVSP) or any public entity seeking to procure Eligible Items under this Contract.
- 2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
- 3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Eligible Items as specified herein.
- 4. "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalogue price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.
- 5. "Eligible Item" means automobile collision parts for all brands of vehicles, or equal.
- 6. "Pricing Pages" means the schedule of prices, discount percentage, estimated usage, and totals attached hereto as Exhibit B and used to evaluate the RFQ.
- 7. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 8. "RFQ" means the official RFQ published by the Purchasing Division and identified as DPS1208.
- 9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
- 10. "Vendor" or "Vendors" means the successful bidder(s).

#### **Automobile Collision Parts - Specifications**

#### **DPS1208**

#### III. GENERAL REQUIREMENTS

- 1. Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.
  - a. Eligible Items must be automobile brand, or equal, in which multiple contracts may be awarded; in addition to one "after-market" contract.
  - b. Eligible Items must be compatible with the brand specific automobile.
  - c. Eligible Items must meet warranty requirements for the brand specific automobile, if within the warranty period.

#### IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE

- 1. Contract Award: The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Page based on the Catalogue (includes computer print-out & computer disc) price of those items and the single percentage discount applied.
- 2. Percentage Discount: Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.

The percentage discount and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

3. Pricing Pages: Vendor shall complete the Pricing Pages by inserting Catalogue prices, the discount percentage, Discounted Unit Prices, totals, and all other information requested thereon. Vendor shall complete all columns as failure to complete the Pricing Pages in their entirety will result in Vendor's bid(s) being disqualified. The Discounted Unit Price Vendor lists in the Pricing Pages must be the final price that will be charged to an Agency.

## **Automobile Collision Parts – Specifications**

#### **DPS1208**

The Pricing Pages contain a list of frequently purchased items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Tara.L.Lyle@wv.gov

4. Catalogue: Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

The Catalogue may be updated quarterly, but any price increase and renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

Catalogue must be held firm for a period of 6 months both after award and after each change in catalogue; and the discount % may not be decreased during the life of the contract.

### V. ORDERING AND PAYMENT

1. Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to

## **Automobile Collision Parts – Specifications**

#### **DPS1208**

accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

2. Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

#### VI. DELIVERY AND RETURN

- Delivery Time: Vendor shall deliver standard orders within five (5) working days after orders are received. 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.
- 2. Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
  - (a) cancellation of the delayed order, and
  - (b) obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 3. Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 4. Return of Unacceptable Items: Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of

#### **Automobile Collision Parts - Specifications**

#### **DPS1208**

unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

5. Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 10 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### VII. MISCELLANIOUS

- 1. No Substitutions: Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 2. Vendor Supply: Vendor must carry sufficient common in-stock inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 3. Reports: Vendor shall provide, upon Agencies' request, quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 4. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
- 5. Mandatory Requirements: The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.

#### **Automobile Collision Parts - Specifications**

#### **DPS1208**

6. Waiver: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Additional Agency Specifications: Attachment A

#### Attachment A

### **DPS1208 Automotive Collision Parts Agency Specifications**

The West Virginia State Police (hereinafter referred to as "Agency") is soliciting competitive bids to purchase certain automotive body parts for its police vehicle fleet. Vendors do not need to be a registered vendor to submit a bid on this contract, however if they are determined to be the lowest bidder meeting the minimum specifications, then they will be required to pay a \$125.00 vendor registration fee to the State of WV, Purchasing Division prior to contract award.

#### BACKGROUND:

The agency operates its own body shop located at 711 Jefferson Road, South Charleston WV 25309. The agency maintains approximately 900 vehicles. The agency primarily operates Ford, Dodge, & GM vehicles.

#### GENERAL:

This attached list of parts on the bid form are not all inclusive, but are for evaluation purposes only. Any part that can be purchased from the vendor will be made available to the agency at the % discount from catalogue list, as described in the specifications.

Items may be ordered from this contract as long as they are not covered by a mandatory Statewide Contract.

#### **EVALUATION & AWARD:**

The State may issue up to three (3) contracts for original brand specific, or equally compatible, contracts for the specific brand of vehicle; and one (1) contract to a vendor who can provide after-market body parts.

Pricing will apply to future vehicle models within the contract period.

Vendors shall complete the attached bid; failure to utilize the bid form, and complete each box, will be considered non-responsive and automatically disqualified.

#### AUDIT:

The agency, state auditor's office, and any government agency that may purchase from this contract, may at any time, audit the winning vendor's invoices from the suppliers, to verify cost, compared to cost on invoices charged to the agency. The vendor must make all documents available within 2 hours of a notice of intent to audit.

DPS1208 - AUTOMOBILE BODY PARTS - FORD, o	Estimated Annual	NAL EQUIPM		1 1	· Hevised 2/9/12	
Description	Usage (EA) Per Each	Catalog Price	Discounted Percentage	Discounted Unit Price	Extended Price	
2010 Crown Victoria Police Interceptor						
Left side head light Assembly – Part #: 6W7Z-13008-BA or equal	20	\$102.64	33.00%	\$68.77	\$1,375.38	
Right side head light assembly – Part #: 6W7Z-13008-AA or equal	20	\$102.64	33.00%	\$68.77	\$1,375.3	
Left front fender – Part #: 7W7Z-16006-A or equal	40	\$387.43	33.00%	\$259.58	\$10,383.1	
Right front fender – Part #: 7W7Z-16005-A or equal	40	\$387.43	33.00%	\$259.58	\$10,383.1	
Hood – Part #: 6W7Z-16612-A or equal	40	\$457.53	33.00%	\$306.55	\$12,261.8	
Hood latch – Part #: 5W7Z-16700-A or equal	10	\$46.08	33.00%	\$30.87	\$308.7	
Radiator – Part #: 8W7Z-8005-ACP or equal	40	\$215.75	33.00%	\$144.55	\$5,782.1	
Complete grill – Part #: 6W7Z-8200-BAE or equal	40	\$231.33	33.00%	\$154.99	\$6,199.6	
Rear bumper – Part #: 6W7Z-17K835-APTM or equal	40	\$509.03	33.00%	\$341.05	\$13,642.0	
Bumber cover (plastic) - Part #: 3W7Z-17906-AA or equal	60	\$176.57	33.00%	\$118.30	\$7,098.1	
Trunk lid – Part #: F8AZ-5440110-BA or equal	20	\$555.82	33.00%	\$372.40	\$7,447.9	
Condenser - Part #: BW7Z-19712-A or equal	20	\$368.54	33.00%	\$246.92	\$4,938.4	
Relay – Part #: 6W1Z-8B658-AC or equal	20	\$196.14	33.00%	\$131.41	\$2,628.2	
Module – Part #: 6W7Z-54044A74-AB or equal	20	\$629.60	33.00%	\$421.83	\$8,436.6	
Processor – Part #: 8W7Z-13C788-C or equal	20	\$598.27	33.00%	\$400.84	\$8,016.8	
Left side rear tail light assembly – Part #: 8W7Z-13405-AA or equal	20	\$134.83	33.00%	\$90.34	\$1,806.7	
2010 Explorer						
Left side head light Assembly – Part #: 7L2Z-13008-BA or equal	20	\$1,058.25	33.00%	\$709.03	\$14,180.5	
Right side head light assembly – Part #: 7L2Z-13008-AA or equal	20	\$1,058.25	33.00%	\$709.03	\$14,180.5	
Left front fender – Part #: 6L2Z-16006-AA or equal	40	\$339.45	33.00%	\$227.43	\$9,097.2	
Right front fender – Part #: 6L2Z-16005-AA or equal	40	\$339.45	33.00%	\$227.43	\$9,097.2	
Hood – Part #: 6L2Z-16612-AA or equal	40	\$806.03	33.00%	\$540.04	\$21,601.6	
Hood latch – Part #: 6L2Z-16700-AA or equal	10	\$51.48	33.00%	\$34.49	\$344.9	
Complete grill – Part #: 7L2Z-8200-BA or equal	40	\$541.10	33.00%	\$362.54	\$14,501.4	
Rear bumper – Part #: 7L2Z-17E855-A or equal	40	\$137.32	33.00%	\$92.00	\$3,680.1	
Bumber cover (plastic) - Part #: 1L2Z-17K835-LA or equal	60	\$307.00	33.00%	\$205.69	\$12,341.40	
Tailgate – Part #: 6L2Z-7840010-AA or equal	20	\$807.93	33.00%	\$541.31	\$10,826.26	

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Radiator – Part #: 8L2Z-8005-ACP or equal	20	\$256.76	33.00%	\$172.03	\$3,440.58
DPS1208 - AUTOMOBILE BODY PARTS - FORD,	or equal ORIGI	NAL EQUIPMEN	IT PARTS E	BID FORM- Revi	sed 2/9/12
Condenser – Part #: 8L2Z-19712-AA or equal	20	\$236.46	33.00%	\$158.43	\$3,168.56
Processor – Part #: 8S4Z-13C788-A or equal	20	\$319.96	33.00%	\$214.37	\$4,287.46
Module Part #: 6L2Z-78044A74-AC or equal	20	\$735.97	33.00%	\$493.10	\$9,862.00
Wheel Assy. – Part #: 7L2Z-78043B13-AC or equal	20	\$623.42	33.00%	\$417.69	\$8,353.83
Left side rear tail light assembly – Part #: 6L2Z-13405-CA or equal	20	\$107.49	33.00%	\$72.02	\$1,440.37
2010 Expedition					
Left side head light Assembly – Part #: 7L1Z-13008-DB	20	\$306.87	33.00%	\$205.60	\$4,112.06
Right side head light assembly – Part #: 7L1Z-13008-CB or equal	20	\$307.02	33.00%	\$205.70	\$4,114.07
Left front fender – Part #: 7L1Z-16006-A or equal	40	\$343.97	33.00%	\$230.46	\$9,218.40
Right front fender – Part #: 7L1Z-16005-A or equal	40	\$343.97	33.00%	\$230.46	\$9,218.40
Hood – Part #: 7L1Z-16612-A or equal	40	\$868.35	33.00%	\$581.79	\$23,271.78
Hood latch – Part #: 7L1Z-16700-A or equal	10	\$43.72	33.00%	\$29.29	\$292.92
Complete grill – Part #: 7L1Z-8200-CPTM or equal	40	\$236.68	33.00%	\$158.58	\$6,343.02
Rear bumper – Part #: 7L1Z-17906-C or equal	40	\$387.95	33.00%	\$259.93	\$10,397.06
Bumber cover (plastic) - Part #: 7L1Z-17K835-CA or equal	60	\$345.87	33.00%	\$231.73	\$13,903.97
Tailgate – Part #: 9L1Z-7840010-A or equal	20	\$1,495.93	33.00%	\$1,002.27	\$20,045.46
Front End – Part #: 9L1Z-16138-A or equal	20	\$346.27	33.00%	\$232.00	\$4,640.02
Radiator – Part #: 7L1Z-8005-A or equal	20	\$400.91	33.00%	\$268.61	\$5,372.19
Condenser – Part #: AL1Z-19712-A or equal	20	\$277.03	33.00%	\$185.61	\$3,712.20
Module – Part #: AL1Z-15044A74-AC or equal	20	\$678.33	33.00%	\$454.48	\$9,089.62
Processor – Part #: 8S4Z-13C788-A or equal	20	\$319.96	33.00%	\$214.37	\$4,287.46
Left side rear tail light assembly – Part #: 7L1Z-13405-AA or equal	20	\$102.05	33.00%	\$68.37	\$1,367.47
Fallure to use this form may result in disqualification  Bidder / Vendor Information:  Gille Hyde Form  Address:  GIO Happy Valle  Glasgow K  Phone#:  270-051-2/35  Email Address:  Prodley Africa  Address:  Coloract Coordinator Information  Bradley Africa  GIO Happy Valley  GIO Happy Valley  Flore#:  Phone#:  270-537-3211  Email Address:  Dradley & gillie	rd Chry v Rd 2/41 te.com 11 v Rd 2/41 hyde.co	ysler	TOTAL		\$371,874.66
Estimated quantities are for bidding and evaluation purposes only - not a	guaranteed order	quantity - more or le	ss may be pur	chased.	

Estimated Annual Usage (EA) per each	Catalog Price	Discount Percentage	Discounted Unit Price	Extended Price
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20	\$617.00	28.00%	\$444.24	\$8,884.80
20	\$146.00	28.00%	\$105.12	\$2,102.40
20	\$295.00	28.00%	\$212.40	\$4,248.00
20	\$295.00	28.00%	\$212.40	\$4,248.00
40	\$327.00	28.00%	\$235.44	\$9,417.60
40	\$327.00	28.00%	\$235.44	\$9,417.60
40	\$480.00	28.00%	\$345.60	\$13,824.00
10	\$54.60	28.00%	\$39.31	\$393.12
40	\$320.00	28.00%	\$230.40	\$9,216.00
40	\$143.00	28.00%	\$102.96	\$4,118.40
60	\$284.00	28.00%	\$204.48	\$12,268.80
20	\$767.00	28.00%	\$552.24	\$11,044.80
20	\$505.00	28.00%	\$363.60	\$7,272.00
20	\$292.00	28.00%	\$210.24	\$4,204.80
20	\$619.00	28.00%	\$445.68	\$8,913.60
20	\$249.00	28.00%	\$179.28	\$3,585.60
20	\$107.00	28.00%	\$77.04	\$1,540.80
		TOTAL		\$212,930.64
Chrysler Rd	\$107.00		\$77.04	
	Estimated Annual Usage (EA) per each  20  20  40  40  40  40  40  40  60  20  20  20  20  20  20  40  40  40  4	Estimated Annual Usage (EA) per each  20 \$857.00  40 \$129.00  40 \$172.00  40 \$170.00  10 \$29.10  40 \$314.00  40 \$219.00  60 \$510.00  20 \$499.00  20 \$499.00  20 \$146.00  20 \$295.00  40 \$327.00  40 \$327.00  40 \$327.00  40 \$320.00  40 \$320.00  40 \$320.00  20 \$5615.00  20 \$5615.00  20 \$295.00  20 \$295.00  20 \$309.00  20 \$295.00  20 \$295.00  20 \$295.00  20 \$3295.00	Estimated Annual Usage (EA) per each   Catalog Price   Percentage	Catalog Price   Percentage   Price

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Description	*Estimated Annual Usage	Catalog Price	Discount Percentage	Discounted Unit Price	Extende	d Price
2010 Crown Victoria Police Interceptor						
_eft side head light Assembly - Part #:	20	\$	%	\$	\$ 1/1	
Right side head light assembly – Part #:	20	\$	%	\$	\$ /VH	
_eft front fender – Part #:	40	\$	%	\$	\$	
Right front fender – Part #:	40	\$	%	\$	\$	
lood - Part #:	40	\$	%	\$	\$	
lood latch – Part #:	10	\$	%	\$	\$	
Complete grill - Part #:	40	s	%	Ş	\$	
Rear bumper Part #:	40	\$	%	\$	\$	
Bumber cover (plastic) - Part #:	60	\$	%	\$	\$	0
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Trunk lid – Part #:	20	\$	%		\$	
Left side rear tail light assembly – Part #:	20	V				
2010 Explorer	0.0					
Left side head light Assembly – Part #:	20	\$	%	\$	\$	
Right side head light assembly – Part #:	20	\$	%	\$	\$	
Left front fender – Part #:	40	\$	%	\$	\$:	
Right front fender – Part #:	40	\$	%	\$	\$	
Hood – Part #:	40	\$	%	\$	\$	
Hood latch Part #:	10	\$	%	\$	\$	
Complete grill – Part #:	40	\$	%	\$	\$	
Rear bumper Part #:	40	\$	%	\$	\$	
Bumber cover (plastic) - Part #:	60	\$	%	\$	\$	
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Tailgate – Part #: Left side rear tail light assembly – Part #:	20	\$	%		\$	
2010 Expedition	20	\$	%	s	\$	
Left side head light Assembly – Part #: Right side head light assembly – Part #:	20	\$	%		\$	
Left front fender – Part #:	40	s	%	\$	\$	
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Hood - Part #:	40	\$		\$	\$	
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Rear bumper – Part #:	40	\$	%	\$	\$	
Bumber cover (plastic) - Part #:	60	\$	%	\$	\$	
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Left side rear tail light assembly – Part #:		<b>3</b>	7.00	ų.	Transaction of the same of the	
2010 Chevy Impala	100		8 - 1 1 1 1 1 1 Co			
Left side head light Assembly – Part #:	20	\$	%	\$	\$	1_
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Left front fender – Part #:	40	\$	%	\$	\$	
Right front fender – Part #:	40	\$	700 77 - 200 000 000 000 VAV	\$	\$	y

DPS1208 - AUTOMOE	BILE BODY PAR	rs - AFTE	RMARKET PA	RTS BID	FORM N	11-
Hood – Part #:	40	\$	%	\$	\$ 1	X
Hood latch – Part #:	10	\$	%	\$	\$	<u> </u>
Complete grill – Part #:	40	\$	%	\$	\$	
Rear bumper – Part #:	40	\$	%	\$	\$	
Bumber cover (plastic) - Part #:	60	\$	%	\$	\$	
Trunk lid – Part #:	20	\$	%	\$	\$	_
Left side rear tail light assembly – Part #:	20	\$		\$	\$	V
Failure to use this form may result in disqual	ification	<u> </u>	TOTAL		\$	
Address:  Phone#:  Email Address:  O(0 Hoppy to Classow K)  270-651-71  Drodle Og	y Uyziyi 185 16ehxdo.com					
Contract Coordinator Information:  Name:  Gillie Hade	Ford N/	4 Brown	lly floe!			
Address: 610 Haypy Glasgons &	Valley Rol CY Y2141		***			
Phone#: 270 765 (-2 Email Address: bracke 9	illahude.am	<del>-</del>	237.774			
* Estimated quantities are for bidding and av	aluation purposes onl	y - not a guara	anteed order quant	ity - more or	less may be	purchase
Mfg. Part #'s listed on previous pages after-market parts - aftermarket brand	shall be used for o	comparison	purposes, in or	aer to quot	e exact equ	uivilant

RFQ No. DP\$ 1208

## 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 owed 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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE	,
Vendor's Name: Gillie Hode Ford Chry	isler
Authorized Signature: Budlilled	Date: 02/15/2012
State of	. ,
County of Monroe, to-wit:	
Taken, subscribed, and sworn to before me this 15 day of _	Feb. 20/2
My Commission expires	. 20/3
AFFIX SEAL HERE NO	TARY PUBLIC Beth Southy

Rev. 09/08

## State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked.  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-
·	ing the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately
**************************************	preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ulred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	: Gillie Hyde Ford Chryster signed: Brodle Stell
Date:_	02/15/2012 Title: Parts + Service Precter
*Check	eny combination of preference consideration(s) indicated above, which you are entitled to receive.



# Gillie Hyde Auto Group



610 Happy Valley Road, Glasgow KY 42141 Phone: (270) 651-2125 Fax: (270) 651-5950

www.gilliehyde.com

Gillie Hyde PreOwned of Glasgow 1415 Happy Valley Road, Glasgow KY 42141 Gillie Hyde PreOwned of Tompkinsville 1645 Old Edmonton Road, Tompkinsville KY 42167

Gillie Hyde PreOwned Import 1419 Happy Valley Road, Glasgow KY 42141

02-15-2012

State of West Virginia

To whom it may concern,

As requested in RFQ DPS1208, this letter is to address online ordering capability of Ford parts. Fordparts.com has the capability of a secure connection that will show contracted prices. This system is only applicable for the Ford parts in our submitted bid, not the Chrysler parts. If you have any questions please contact me at 270-537-3211.

Sincerely,

**Bradley Atwell** 

Parts and Service Director









RFQ COPY

TYPE NAME/ADDRESS HERE

Gillie Hyde Ford Chrysler 610 Happy Valley Road Glasgow KX 42141

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

## Request for Quotation

DPS1208

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

QU4-558-2544
WEST VIRGINIA STATE POLICE

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

DATE PRIN 02/09/:		TERMS OF SA	LÉ	SHIP V	Α	F.O.B.	FAEIGHT TEAMS
BID OPENING DATE		23/2012			BID OF	PENING TIME	01:30PM
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## 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 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).

## DPS1208 Addendum No. 1

- Q1: How many facilities will be involved, and can you provide their locations?
- A1: The WVSP operates only one facility as listed in the specifications 725 Jefferson Road, South Charleston, WV 25309; however, this contract has piggyback language which means the contract may be used by all government agencies. Then, delivery could be made to any location in the State of WV.
- Q2: We currently offer daily deliveries of Ford and General Motors O.E. automotive parts to most of North Central West Virginia, as well as a large area of the Eastern panhandle. In addition, we also deliver to other selected areas three days per week. Is it a possibility to bid only for the areas we currently serve, and are confident we can provide the service you deserve? If so, can you suggest a way to present this (delivery area) in our forthcoming bid?
- A2: No, see Answer No. 1 above.
- Q3: Instructions say the enclosed bid form for *DPS1208* must be used, or bid will be disqualified. The bid form I have contains very limited space for inserting the required/requested information. Considering this, my question(s), 1) is it possible to re-create the provided form, in the same format, to increase space, thus making the completed form more legible? Or, 2) could we provide an attachment to the provided form for the same purpose of making the bid more legible?
- A3: Electronic copies of the bid forms will be attached to the WV Purchasing Bulletin. Another hard copy will also be provided in this addendum. PLEASE BE SURE TO COMPLETE ALL OF THE BID FORMS, IF USING THE ELECTRONIC VERSION.

  There are four (4) sheets labeled FORD, DODGE, CHEVY and AFTERMARKET on the electronic version.

Vendors registered with the WV State Purchasing Division may download an electronic version of the bid forms at: <a href="http://www.state.wv.us/admin/purchase/newbul.htm">http://www.state.wv.us/admin/purchase/newbul.htm</a>

Vendors not registered with the WV Purchasing Division may request an electronic copy by contacting Tara Lyle with the WV Purchasing Division at <a href="mailto:Tara.L.Lyle@wv.gov">Tara.L.Lyle@wv.gov</a>. Please be sure to include the RFQ number in the subject line of your email.

#### Bid opening remains 2/23/2012 at 1:30 pm.

No additional questions will be accepted on this RFQ.

An authorized signature must be on your submitted bid.

# Subnoted price in org. Bid.

DPS1208 - AUTOMOBILE BODY PARTS - FORD, o	Estimated Annual	NAL EQUIPM	Discounted	Discounted Unit	· Italiaca maria
Description	Usage (EA) Per Each	Catalog Price	Percentage	Price	Extended Price
2010 Crown Victoria Police Interceptor					
Left side head light Assembly – Part #: 6W7Z-13008-BA o equal	20				
Right side head light assembly Part #. 6W7Z-13008-AA or equal	20				
Left front fender – Part#; 7W7Z-18008-A or equal	40				
Right front lender – Part #. 7W7Z-16005-A or equal	40		***************************************		
Hood - Part #, 6W7Z-16612-A or equal	40				
Hood latch - Part #. 5W7Z-16700-A or equal	10				·····
Radiator - Part #: 8W7Z-8005-ACP or equal	40	***************************************			
Complete grill – Part #, 6W72-8200-BAE or equal	40	***************************************			***
Rear bumper - Part #. 6W7Z-17K835-APTM or equal	40	***************************************			
Bumber cover (plastic) - Part #: 3W7Z-17906-AA or equal	60				······
Trunk lid – Part #. F8AZ-5440110-BA or equal	20		<u>untimantennemen</u>		
Condenser - Part #: BW7Z-19712-A or equal	20				
Relay Part #: 6W1Z-8B658-AC or equal	20				·
Module - Part #. 6W72-54044A74-AB or equal	20				
Processor Part #. 8W7Z-13C788-C or equal	20				
Left side rear fall light assembly – Part #. 8W7Z-13405-AA or equal	20				
2010 Explorer					
Left side head light Assembly Part #: 7L2Z-13008-BA or equal	20				
Right side head light assembly – Part #. 7L2Z-13008-AA or equal	20				
Left front fender – Part #. 6L2Z-16006-AA or equal	40				
Right front fender Part #: 6L2Z-16005-AA or equal	40				
Hood Parl #. 6L2Z-16612-AA or equal	40				
Hood latch Part #. 6L2Z-18700-AA or equal	10				
Complete gnll – Part #; 7L2Z-8200-BA or equal	40				
Rear bumper Part #. 7L2Z-17E855-A or equal	40				
Bumber cover (plastic) - Part #: 1L2Z-17K835-LA or equa	60				
Taigate – Part #. 6L2Z-7840010-AA or equal	20				
Radiator Part #. 8L2Z-8005-ACP or equal	20			<u></u>	<u> </u>

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DPS1208 - AUTOMOBILE BODY PARTS - DOD  Description	Estimated Annual Usage (EA) per each	Catalog Price	Discount Percentage	Discounted Unit Price	Extended Price
2010 Police Charger	1.0				
Left side head light Assembly – Part #: 4806443AB or equal	20				
Right side head light assembly – Part #: 4806442AB or equal	20 40				
_eft front fender – Part #: 5183427AB or equal	40				
Right front fender Part #: 5183426AB or equal	40				
Hood – Part #: 4575725AC or equal	10				
Hood latch – Part #: 5065524AF or equal					A PROGRAMMO ALLA PARTICIPATO DE LA PARTICIPATO DEL PARTICIPATO DE LA PARTICIPATO DE LA PARTICIPATO DE LA PARTICIPATO DE LA PARTICIPATO DEL PARTICIPATO DE LA
Complete grill – Part #: 1CN95RXFAC or equal	40			4.5	
Rear bumper Part #: 4805725AA or equal	40 60	***************************************			
Bumber cover (plastic) - Part #: 4806188AD or equal			***************************************		
Trunk lid – Part #: 5170834Al or equal	20				
Fascia - Part #: 4806179AE or equal	20				
Cooler - Part #: 5137693AB or equal	20				
Airbag (Driver) - Part #: UW70XDVAG or equal	20 -				
Left side rear tail light assembly Part #: 4806449AC or equal	20				
2009 Durango					
Left side head light Assembly – Part #: 55078017Al or equal	20				
Right side head light assembly - Part #: 55078018Al or equal	. 20				
Left front fender – Part #. 68003317AB or equal	40				
Right front fender Part #: 68003316AB or equal	40				
Hood Part #: 55364542AB or equal	40				
Hood latch Part #: 55362549AG or equal	10				
Complete grill Part #: 55078015AD or equal	40				
Rear bumper – Part #: 68002927AB or equal	40				
Bumber cover (plastic) - Part #: 1FJ921D7AB or equal	60				
Tailgate Part #: 55364536AD or equal	20				-
Fascia - Part #: 68002920AC or equal	20				
Radiator - Part #: 52029044AD or equal	20				
Air Bag (Driver) - Part #: 1BP52XDHAB or equal	20				
Module - Part #: 4896158AF or equal	20				
Left side rear tail light assembly – Part #:5133169Al or equal	20				
Failure to use this form may result in disqualification			TOTAL		
Bidder / Vendor Information: Name: Address:					
Phone# ; Email Address:					
Contract Coordinator Information: Name: Address:					
Phone# : Email Address: Estimated quantities are for hidding and evaluation ourposes	only - not a quarantee	d order quantity - mo	re or less may	be purchased.	

DPS1208 - AUTOMOBILE BODY PARTS - CHI	Estimated Annual Usage (EA) per each	Catalog Price	Discount Percentage	Discounted Unit Price	Extended Price
010 Police Impala oft side head light Assembly - Part #. 25958360 or					
qual light side head light assembly – Part #. 25958359 or	20				
qual	20				
eft front fender Part #. 89023525 or equal	40				****
right front fender Part #: 890023524 or equal	40			***************************************	
lood Part #. 89023526 or equal	40				***************************************
lood latch - Part #: 20763655 or equal	10				
Complete grill – Part #: 10333709 or equal	40				
Rear bumper – Part #: 25865729 or equal	40				***************************************
Bumber cover (plastic) - Part #: 19120961 or equal	60				
frunk lid – Part #. 89025351 or equal	20				
eft side rear teil light assembly Part #, 25971597 o equal	20				
Fascia - Frnt Part #: 89025047 or equal	20				·
Absorber Frnt Part #: 15886100 or equal	20				
Radiator – Part #. 15140592 or equal	20				
Condenser Part #. 89018842 or equal	20				
Air Bag Module Part #: 25851890 or equal	20				
Air Bag Sensor Part #. 15250331 or equal	20				
2010 Trailblazer					
Left side head light Assembly Part #, 25970909 or equal	20				
Right side head light assembly – Part #: 25970908 or equal	20				
Left front fender Part #. 12477993 or equal	40				
Right front fender – Part #:12477994 or equal	40		_		
Hood Part #: 12478013 or equal	40	_			
Hood latch - Part #. 25775905 or equal	10				
Complete grill – Part #: 19120219 or equal	40				
Rear bumper – Part #: 25863531 or equal	40				
Bumber cover (plastic) - Part #: 89045604 or equal	60				
Tailgate - Part #. 89023979 or equal	20	_			
Left side rear tail light assembly – Part #, 15131578 o equal	20				
Fascia Frnt Part #: 88937008 or equal	20				
Radiator Part #. 15196385 or equal	20				
Condenser – Part #, 89019255 or equal	20				
Air Bag Module - Part #: 15112395 or equal	20				
	20				
Air Bag Sensor Part #: 10383585 or equal				TOTAL	
Fallure to use this form may result in disqualifice	ition		•	TOTAL	
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Bidder / Vendor Information:				*	
Name:					
Phone#:		N			
Email Address:				XXV.(2.13.55)	
Contract Coordinator Information: Name:					
Address:		***************************************			
Phone#:			***************************************		
Email Address:			re or less may be		

DPS1208 - AUTOMOBILE BOD	Estimated Annual Usage (EA) per each	Catalog Price	Discount Percentage	Discounted Unit Price	Extended Price
010 Crown Victoria Police Interceptor					
eft side head light Assembly – Part #:	20				***************************************
Right side head light assembly - Part #:	20				
eft front fender – Part #:	40				
Right front fender – Part #:	40				
	40				
Hood – Part #:	10				
Hood latch - Part #:	40				
Complete grill Part #:	40				
Rear bumper – Part #:	60				
Bumber cover (plastic) - Part #:					
Trunk lid – Part #:	20				
Left side rear tall light assembly – Part #:	20				
2010 Explorer	20				
Left side head light Assembly – Part #:	20				
Right side head light assembly Part #:	40				
Left front fender Part #:	40				
Right front fender Part #:	40				
Hood – Part #:	10				
Hood latch – Part #:					
Complete grill Part #:	40				
Rear bumper – Part #:	40				
Bumber cover (plastic) - Part #:	60				
Tailgate – Part #:	20				
Left side rear tail light assembly – Part #:	20				
2010 Expedition					
Left side head light Assembly – Part #:	20				
Right side head light assembly – Part #:	20		****		
Left front fender Part #:	40				
Right front fender - Part #:	40				
Hood – Part #:	40				
Hood latch - Part #:	10				
Complete grill – Part #:	40				
Rear bumper Part #:	40				
Bumber cover (plastic) - Part #:	60				
Tailgate Part #:	20				
Left side rear tail light assembly – Part #:	20		1		
Left side rear tall light assembly – Part #.					
2010 Chevy Impala					
Left side head light Assembly – Part #:	20				
Right side head light assembly – Part #:	20				
Left front fender – Part #:	40				
Right front fender – Part #:	40				

DPS1208 - AUTOMOBILE B	ODY PARTS - AFTE	RMARKE	T PARTS B	ID FORM -R	evised 2/9/12
Hood – Part #:	40				
Hood latch – Part #:	10				
Complete grill – Part #:	40				
Rear bumper – Part #:	40			***************************************	
Bumber cover (plastic) - Part #:	60				
Trunk lid – Part #:	20				
Left side rear tail light assembly – Part #:	20	57A9596776307,106.3	TOTAL		i
Failure to use this form may result in disqual	ification		TOTAL		4
Bidder / Vendor Information:					
Name:					
Address:					
Phone#:					
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Contract Coordinator Information:					
Name:					
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Bate Dart Wallistad on provious pages	shall be used for com	parison pu	irposes, in or	der to driore	exact equivilant
after-market parts - aftermarket brand	d part numbers shall be	typed or v	written on the	bid form	

EXHIBIT 10

REQUISITION NO.: DP\$ 1208

#### 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 NO.'S:
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECE

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

Gillie Hyde Ferd Chysle

COMPANY .

02/15/2012

DATE

REV. 11/96



VENDOR

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

## Request for Quotation

SH-P

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RFO NUMBER DPS1208

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ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

RFQ COPY

Gilliehyde Ford Attn: Bradley Atwell 610 Happy Valley Road Glasgow, KY 42141

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

304-746-2141 25309

DATE PRINTED TE	RMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/09/2012				
BID OPENING DATE: 02/23	/2012	BID	OPENING TIME 01	:30PM
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	ADDENDUM N	n . 2		
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SIGNATURE SINCE THE		TELEPHONE 270-65	1-2125 DATE	02/15/2012
TITLE POLL Service Director F	6/070C			TO BE NOTED ABOVE

EXHIBIT 10

REQUISITION NO.: DP\$ 1208

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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 NO.'S:
NO. 1
NO. 2 .4
NO. 3
NO. 4
NO. 5

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SIGNATURE

Gillie Hyde Ford Chrysler

COMPANY

02/15/2012 DATE

REV. 11/96