



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

Solicitation

NUMBER
DNR213065

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

*718110325 814-634-0080
 ITI TRAILERS & TRUCK BODIES IN
 8535 MASON DIXON HWY
 MEYERSDALE PA 15552-7100

SHIP TO

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES SECTION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
12/17/2012

BID OPENING DATE: 01/17/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		120-55	\$36,950.00	\$36,950.00
FISH DISTRIBUTION TANK REQUEST FOR SOLICITATION (RFQ) THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF NATURAL RESOURCES (DNR) IS SOLICITING BIDS FROM QUALIFIED VENDORS FOR A ONE TIME CONTRACT/PURCHASE OF ONE FISH DISTRIBUTION TANK, PER THE ATTACHED DESIGN SPECIFICATIONS.						
***** THIS IS THE END OF RFQ DNR213065 ***** TOTAL:						\$36,950.00
01/15/13 10:16:31 AM West Virginia Purchasing Division						

SIGNATURE <i>Samuel Goff</i>	TELEPHONE 814-634-0080	DATE 1-11-13
TITLE President	FEIN 20-8823477	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATEMENT OF WARRANTY

FOR NEW FISH TRANSPORTATION TANK

WARRANTY STATEMENT AND CONDITIONS:

The following is a summary of the warranty that apply to any new fish transportation tank manufactured or assembled by ITI Trailers and Truck Bodies, Inc., 8535 Mason Dixon Highway, Meyersdale, PA 15552.

All warranties listed below apply only to new fish transportation tanks owned by the original purchaser, that have in the opinion and determination of ITI has been used in a normal and reasonable manner. Any issues that have been determined by ITI to have been caused by abuse, neglect, failure to perform, routine maintenance, aggressive driving, or the use of the unit in any manner for which it was not designed may void this warranty. The following warranties shall provide for repair or replacement, at ITI's or the individual component manufacturer's option, in a accordance with the following terms and conditions.

- 1). All warranty claims must be reported to ITI via telephone, fax, or email and a written authorization must be issued before any repairs commence by an authorized or non authorized third party repair facility.
- 2). The legitimacy of any and all warranty claims are solely at the discretion of ITI Trailers and Truck Bodies, Inc or the component supplier.
- 3). The payment for repairs completed by a third party, whether it is an authorized or non-authorized facility that occur without prior written authorization from ITI shall become the responsibility of the fish transportation tanks owner.
- 4). In cases where immediate repairs are necessary and prior written authorization from ITI is not possible, such as after normal business hours, or weekends the apparatus owner may have the repair facility invoice to ITI for total or partial reimbursement of the cost, as deemed appropriate by ITI.
- 5). It shall be at ITI's discretion where the unit must be taken to have the repairs completed depending on the nature and scope of the repairs that are required.
- 6). All transportation costs incurred in transporting the unit to and from the designated repair facility, including but not limited to the following: fuel, food, tolls, lodging, driver's pay, lost wages, etc are the responsibility of the fish transportation tanks owner.
- 7). When an individual component is covered by its own "Manufacturers Warranty" the owner must look to the component manufacturer for coverage, and the term of the coverage shall be as per the manufacturer.

COVERAGES: **FIVE (5) YEAR LIMITED WARRANTY**

ITI Trailers and Truck Bodies, Inc warrants to the original purchaser only, that the all aluminum fish transportation tank, fabricated by ITI, under normal use and with reasonable maintenance, be structurally sound and will remain free from defects in material and workmanship for a period of FIVE(5) YEARS with proper care and required maintenance. This warranty does not apply to the following items

that may be covered by a separate warranty: hardware, moldings, and other accessories (including aerators) attached to this unit (tank). In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this unit (tank).

ITI TRAILERS AND TRUCK BODIES, INC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM FISH TRANSPORTATION TANK AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

ITI Trailers and Truck Bodies, Inc. will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If ITI Trailers and Truck Bodies, Inc. elect to repair this unit (tank), the extent of such repair shall be determined solely by ITI Trailers and Truck Bodies, Inc and shall be performed solely by ITI's Meyersdale facility. The expense of any transportation to or from such repair facility shall be the responsibility of the fish transportation tanks owner as explained in the "Warranty Statement and Conditions" section of this document. ITI Trailers and Truck Bodies, Inc shall not be liable for damages and under no circumstances will its liability exceed the original price of the defective unit (tank). The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled. ITI Trailers and Truck Bodies, Inc shall be given a reasonable opportunity to investigate all claims for legitimacy. The original purchaser must notify ITI in writing of any potential warranty claims within twelve months of the appearance of the problem. The fish transportation tank owner therefore agrees to provide the unit (tank) in question for repair at the assigned time and location.

DISPUTE RESOLUTION (FISH TRANSPORTATION TANK):

In case any disagreement shall arise between the original User or permitted assign under this warranty, whether as to the construction or operation thereof or as to the respective rights and liabilities hereunder, such disagreement shall be referred to three arbitrators, one to be appointed by each party and the third to be appointed by two parties appointed; and the award in writing signed by any two of them shall be final; provided that such award shall be made within sixty (60) days after the reference to the arbitrators unless the parties shall by mutual agreement extend the deadline. If either party shall refuse or neglect to appoint an arbitrator within twenty (20) days after the other party shall have appointed an arbitrator and served written notice thereof upon the other requiring him/her/it to appoint an arbitrator, then the arbitrator so appointed by the first part shall have the power to proceed to arbitrate and determine the matters of this agreement as if he/she were an arbitrator appointed by both parties hereto for that purpose, and his/her award in writing signed by him/her shall be final and binding upon all parties. Each party shall pay the cost of arbitration equally. The arbitrators shall be entitled to request an advance or deposit to be used to defray the costs of arbitration. Failure to timely pay the requested advance or deposit shall be deemed a termination of the request for arbitration and all issues shall be determined in favor of the party not in default.

The commercial arbitration rules then in effect of the American Arbitration Association shall be binding on the arbitration.

As to any dispute or controversy, which under the terms hereof is hereby made subject to arbitration, no suit at law or in equity based on such dispute or controversy shall be instituted by either party hereto, other than to enforce the award of arbitrators.

The arbitrator shall be governed by, and apply the substantive law of Pennsylvania in making their award, but their decision thereon shall be final and binding upon the parties.

"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

ITI Trailers and Truck Bodies, Inc

Leonard Scott

1-11-13

Authorized Representative Signature

Date

Owner/Purchaser of unit

Authorized Representative Signature

Date

State Of West Virginia
Purchasing Division - Vendor Registration
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

ITI TRAILERS & TRUCK BODIES IN
LEONARD LOTTIG PRES
8535 MASON DIXON HWY
PO BOX 59
MEYERSDALE PA 15552

Vendor Number *718110325
FEIN 208823477
Expiration Date 08/01/2012

Vendor Registration Renewal Notice

Please return this notice, along with your check or money order in the amount of \$125.00, payable to the State of West Virginia, to the address above.

Changes to vendor registration information may be made by completing a new Vendor Registration and Disclosure Statement (Form WV-1), available on our website at:

<http://www.state.wv.us/admin/purchase/forms.html>

In an effort to update our files on small businesses, please complete the information below, if applicable:

By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operations and/or ownership are accurately reflected in the information provided. Check all that apply. This information is for data collection efforts only.

Disabled Small Business Ownership (1) Veteran Small Business Ownership (4)
 Minority Small Business Ownership (2) Woman Small Business Ownership (5)
 Small Business Ownership (3)

Vendor Signature: *Leonard Lottig* Date: 7-11-12

Purchasing Division Use Only

Check #: _____ Date Processed: _____

Memo #: _____ Entered By: _____

DNR
WILDLIFE RESOURCES
DISTRIBUTION TANKS FOR BOWDEN HATCHERY
PRICING PAGE

Item No	Quantity	Description	Unit Cost	Extended Cost
1	1	1,000 gallon, six compartment aluminum distribution tanks with lids, drains, floor, mounting brackets, screens, recirculation system, oxygen diffuser lines, aeration, electrical power supply and lifting rings, toe rail and front ladder mount.	\$36,950.00	\$36,950.00

TOTAL BID: \$ 36,950.00

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ITI Trailers and Truck Bodies, Inc

(Company)

Leonard Lottig

(Authorized Signature)

Leonard Lottig, President

(Representative Name, Title)

814-634-0080

(Phone Number)

814-634-5846

(Fax Number)

1-11-13

(Date)

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 preceding 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: IT Trailers and Truck Bodies, Inc Signed: *Deborah Scott*

Date: 1-11-13 Title: President

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: ITI Trailers and Truck Bodies, Inc.

Authorized Signature: *Harold Stutz* Date: 1-11-13

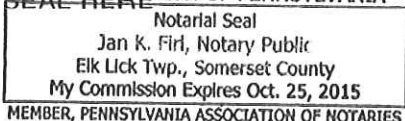
State of Pennsylvania

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 11th day of January, 2013.

My Commission expires 10/25, 2015.

AFFIX SEAL HERE COMMONWEALTH OF PENNSYLVANIA



NOTARY PUBLIC

Jan K. Firl

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DNR213065

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

ITI Trailers and Truck Bodies, Inc

Company



Authorized Signature

1-11-13

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.