



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

# Request for Quotation

RFQ NUMBER  
 7011EC18

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 33  
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/11/2011				

BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) EXTEND THE BID OPENING DATE FROM 04/21/2011 AT 1:30 PM TO 04/28/2011 AT 1:30 PM.						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID SIGN IN SHEET.						
*****END ADDENDUM NO. 1*****						
0001	1	EA		287-36		
64,000 GVW CAB AND CHASSIS, COMBINATION						
***** THIS IS THE END OF RFQ 7011EC18 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PRE-BID CONFERENCE  
SIGN IN SHEET

7011EC18

4/5/2011

Request for Quotation Number:

Date:

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	MATHEW MOTOR TRUCK COMPANY
Firm Address:	P.O. BOX 1304 PARKERSBURG, WV 26102-1304
Representative Attending:	MIKE MATHEW
Phone Number:	304-488-4418 EXT. 601
Fax Number:	304-488-2577
Email Address:	mmathew@mathemotors.com

Firm Name:	VIKING CIVES USA
Firm Address:	1331 MILL ST HARRISVILLE, NY 13648
Representative Attending:	RON BURNS
Phone Number:	1-800-743-1837
Fax Number:	1-315-543-2366
Email Address:	rburns@vikingcives.com

Firm Name:	MIDDLETON TRACTOR
Firm Address:	2345 Whitehall Blvd FARMINGTON, WV 26554
Representative Attending:	Philip A. Cottrill
Phone Number:	304-366-4690
Fax Number:	304-4698
Email Address:	phil@mtrctractor.com

Firm Name:	WEST VIRGINIA TRACTOR CO.
Firm Address:	P.O. BOX 473 CHARLESTON, WV 25322
Representative Attending:	CARY W. GRADY
Phone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	WVTRACTOR@NSI-COM

Firm Name:	Hill International Trucks LLC
Firm Address:	1-27th Street Wheeling, WV 26003
Representative Attending:	Kent W. Gallagher
Phone Number:	304-233-1500
Fax Number:	304-233-2373
Email Address:	kgallagher@hillintltrucks.com

Firm Name:	Viking Cives USA
Firm Address:	14331 Mill St Harrisville, NY 13648
Representative Attending:	Mike Jackson
Phone Number:	315-543-2321
Fax Number:	315-543-2366
Email Address:	mjackson@vikingcives.com

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Firm Name:	<del>Swenson Products</del> Swenson Products
Firm Address:	127 WALNUT ST HINDENWOOD, IL 61049
Representative Attending:	George M Bailey
Phone Number:	216-337-9715
Fax Number:	215-393-4964
Email Address:	G.Bailey@SwensonProducts.com

Firm Name:	Henderson Products INC
Firm Address:	16855 Third St Manchester IA 52057
Representative Attending:	Todd Strickel
Phone Number:	563-929-0247
Fax Number:	563-927-7091
Email Address:	TStrickel@hendersonproducts.com

Firm Name:	ACE TRUCK EQUIPMENT
Firm Address:	P.O. Box 2605 Zanesville Ohio 43702
Representative Attending:	DAVID BERTER
Phone Number:	740-4530557
Fax Number:	740-4537023
Email Address:	David@Acetruck.NET

Firm Name:	Certified Power Inc
Firm Address:	970 Campus Dr Mundelein IL 60060
Representative Attending:	Bill Casey
Phone Number:	717-350-0258
Fax Number:	800-620-6820
Email Address:	WCasey@CertifiedPower.com

Firm Name:	Worldwide Equipment
Firm Address:	5650 US Rt 66 East P.O. Box 5407 Huntington WV 25705
Representative Attending:	Jim Dotson
Phone Number:	859-797-1434
Fax Number:	859-253-4639
Email Address:	jim-dotson@thetruckpeople.com

Firm Name:	DOT-Purchasing
Firm Address:	Shelbyville
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE  
**SIGN IN SHEET**

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Firm Name:	<u>WVDT</u>
Firm Address:	_____
Representative Attending:	<u>Kenn Felix</u>
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Karen Cochran</u>
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Angi Amberman</u>
Firm Address:	<u>DOT</u>
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Marcus Lee</u>
Firm Address:	<u>DOT</u>
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____