



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
6612C004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

RFQ COPY  
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATION PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS 08/31/11 @1:30 P.M.		
				NO OTHER CHANGES		
0001		JB		810-85		
				HERBICIDE SPRAY WITH OPERATOR		
				***** THIS IS THE END OF RFQ 6612C004 ***** 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).

RFQ#6612C004

Addendum #2

08/17/2011

- To add: A copy of the Pre-Bid Conference Sign-in Sheet
- To add: The award of the contract will not be until November 1, 2011 to be effective for one year, expiring October 31, 2012.
- To change: On page 7, Section 3, Bidding Instructions, 1<sup>st</sup> paragraph:  
Currently reads: "Vendors may quote on any or all of the items listed on Bid Schedule, Section 20."  
Change to read: "Vendors may quote on any or all Districts, but must quote all of the items listed for that District on Bid Schedule, Section 20."
- To change: On page 8, Section Bidding Instructions, top of page:  
Currently reads: "Failure to list this information will result in the disqualification of the Vendor's bid on that product."  
Change to read: "Failure to list this information will result in the disqualification of the Vendor's bid for that District."
- To change: On page 8, Section Bidding Instructions, 4<sup>th</sup> paragraph on this page:  
Currently reads: "Upon notification of award, the successful vendor shall furnish the Division of Highways, Maintenance Division Director two product Labels for each product awarded of items five (5) through eight (8)."  
Change to read: "Upon notification of award, the successful vendor shall furnish the Division of Highways Maintenance Division Director two product labels for each product bid of items five (5) through eight (8) per District awarded."
- To change: On page 10, Section 5, Contract Award:  
Currently reads: "Failure to list this information will result in the disqualification of the Vendor's bid on that product."  
"The award for each item will be based on the bid price per unit of measure as requested on the Bid Schedule."

Change to read: "Failure to list this information will result in the disqualification of the Vendor's bid for that District."

"The award for each District will be based on the total bid price per District as requested on the Bid Schedule."

To add: On page 10, Section 6, Acceptance Plan:

"Inspection of all equipment, herbicide material and verification of applicator's certification in West Virginia as a herbicide applicator will be conducted by the Department of Agriculture."

To change: On page 13, Section 17, Purchasing Card Acceptance, second sentence:

Currently reads: "The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by the Division of Highways as a condition of award."

Change to read: "The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State agency as a condition of award."

To change: On page 13, Section 19, replace District 8, Shelton Barger with Travis Ray.  
On page 13, Section 19, replace District 9, Nathan Thomas with Bruce Dunlap.

To change: On page 20 & 21, Section 20, Bid Schedule, District 3, item #1, #3, #5a, #5b, #6a, #6c and #8 estimated quantities.

Currently reads:

- Item #1 estimated quantity is 445
- Item #3 estimated quantity is 730
- Item #5a estimated quantity is 445
- Item #5b estimated quantity is 445
- Item #6a estimated quantity is 220
- Item #6c estimated quantity is 220
- Item #8 estimated quantity is 0

Change to read:

- Item #1 estimated quantity is 250
- Item #3 estimated quantity is 100
- Item #5a estimated quantity is 200
- Item #5b estimated quantity is 0
- Item #6a estimated quantity is 0
- Item #6c estimated quantity is 0
- Item #8 estimated quantity is 20

To change: On page 26, Section 20, Bid Schedule, District 6, item #1, #2, #5a and #5b estimated quantities.

Currently reads: Item #1 estimated quantity is 460  
Item #2 estimated quantity is 600  
Item #5a estimated quantity is 460  
Item #5b estimated quantity is 600

Change to read: Item #1 estimated quantity is 920  
Item #2 estimated quantity is 1200  
Item #5a estimated quantity is 920  
Item #5b estimated quantity is 1200

To add: Section 20, Bid Schedules per District a total cost line to each District bid schedule.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: **6612C004**

Date: **08/17/2011 10:00A.M.**

**HERBICIDE SPRAY SYSTEM WITH OPERATOR**

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:	WV DOT
Firm Address:	
Representative Attending:	STEVEN R. COLE
Phone Number:	304 558-6264
Fax Number:	
Email Address:	STEVEN.R.COLE@WV.DOT

Firm Name:	WV DOH
Firm Address:	
Representative Attending:	Syble ATKins
Phone Number:	304 558 9495
Fax Number:	
Email Address:	Syble.a.atkins@wv.gov

Firm Name:	WV DOH
Firm Address:	
Representative Attending:	Bill Beleben
Phone Number:	304-487-5434
Fax Number:	
Email Address:	bill.n.beleben@wv.gov

Firm Name:	DeAngelo Brothers, Inc
Firm Address:	100 N. Conahan Dr Hazleton, Pa 18201
Representative Attending:	David Tincha
Phone Number:	(724) 482-2800
Fax Number:	(724) 482-2820
Email Address:	dtincha@abiservices.com

Firm Name:	WV DOH
Firm Address:	
Representative Attending:	EUGENE TUCKWILLER
Phone Number:	304-487-5233
Fax Number:	
Email Address:	EUGENE.R.TUCKWILLER@WV.GOV

Firm Name:	Mercier's
Firm Address:	
Representative Attending:	JEFF FULLER
Phone Number:	443-676-7230
Fax Number:	
Email Address:	