



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
DEFK12006

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO ADD THE REGIONS INADVERTENTLY OMITTED FROM THE SPECIFICATIONS.		
				2. TO REMOVE THE FOLLOWING SENTENCE IN ITS ENTIRETY ON PAGE 7 OF THE SPECIFICATIONS: "THE DIVISION OF ENGINEERING & FACILITIES ESTIMATED USE OF ICE MELTER AND UREA IS APPROXIMATELY 100 PALLETS PER YEAR."		
				3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		
0001	1	LS		192-46		
				ICE AND SNOW REMOVAL CHEMICALS		
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

## REGION I

BROOKE	MONONGALIA
CALHOUN	OHIO
DODDRIDGE	PLEASANTS
GILMER	RICHIE
HANCOCK	TYLER
HARRISON	WETZEL
MARION	WIRT
MARSHALL	WOOD

## REGION II

BOONE	MASON
CABELL	MINGO
JACKSON	PUTMAN
KANAWHA	ROANE
LINCOLN	WAYNE
LOGAN	

## REGION III

BARBOUR	MORGAN
BERKELEY	PENDLETON
GRANT	PRESTON
HAMPSHIRE	RANDOLPH
HARDY	TAYLOR
JEFFERSON	TUCKER
LEWIS	UPSHUR
MINERAL	

## REGION IV

BRAXTON	NICHOLAS
CLAY	POCAHONTAS
FAYETTE	RALEIGH
GREENBRIER	SUMMERS
MCDOWELL	WEBSTER
MERCER	WYOMING
MONROE	

**REGION I**

HARRISON	5 Armory Rd Clarksburg WV 26301
MARION	1516 Mary Lou Retton Dr Fairmont WV 26554
MARSHALL	1501 9 <sup>th</sup> St Moundsville WV 26041
MONONGALIA	1705 Mileground Rd Morgantown WV 26505
OHIO	538 Girty's Point Rd Wheeling WV 26003
WOOD	285 Aviation Dr Williamstown WV 26187
	1500 Blizzard Dr Parkersburg WV 26101
	387 Aviation Dr Williamstown WV 26187

**REGION II**

CABELL	800 Virginia Av Huntington WV 25704
JACKSON	8832 Pt Pleasant Rd Millwood WV 25262
KANAWHA	1703 Coonskin Dr Charleston WV 25311
	100 Military Dr Charleston WV 25309
	605 26 <sup>th</sup> St Dunbar WV 25064
	5 Armory Way St Albans WV 25177
	1679 Coonskin DR Charleston WV 25311
LOGAN	150 Armory Dr Monaville WV 25636
MASON	4194 Ohio River Rd Pt Pleasant WV 25550
MINGO	1603 Armory Dr Williamson WV 25661

PUTMAN	110 Army/Navy Dr Red House WV 25168
	111 Army/Navy Dr Red House WV 25168
ROANE	207 E Main St Spencer WV 25276
WAYNE	2194 Booth Dr Kenova WV 25330

### REGION III

BERKELEY	2096 Kelly Island Martinsburg WV 25401
HARDY	79 Industrial Park Rd Moorefield WV 26836
LEWIS	40 Armory Rd Weston WV 26452
MINERAL	400 Kelley Dr Keyser WV 26726
RANDOLPH	142 Robert E Lee Ext Elkins WV 26241
UPSHUR	#1 Armory Rd Buckhannon WV 26201
	50 Armory Rd Buckhannon WV 26201

### REGION IV

BRAXTON	62 John O Frame Dr Gassaway WV 26624
FAYETTE	409 Wood Mountain Rd Gen Jean WV 25846
GREENBRIER	P O Box 129 Maxwelton WV 24957
MCDOWELL	600 Stewart St Welch WV 24801
MERCER	2915 Old Bramwell Rd Bluefield WV 24701
NICHOLAS	3 Armory Way Summersville WV 26651

EXHIBIT 10

REQUISITION NO.: .....

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 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

.....  
COMPANY

.....  
DATE