



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

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DIV ENGINEERING & FACILITIES
VARIOUS LOCALES AS
INDICATED BY ORDER

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/19/2011				

BID OPENING DATE: 12/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. QUESTIONS AND ANSWERS ATTACHED.						
2. CLARIFICATIONS ATTACHED.						
3. REVISED BID FORMS ATTACHED.						
4. TO MOVE THE BID OPENING DATE FROM 12/20/2011 TO 12/29/2011.						
5. 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. 4						
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
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.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).

DEFK12006 - ADDENDUM NO. 4

QUESTIONS:

Q1: Could you please tell me if this is an "all or none" award or line by line?

A1: The contract will be awarded by region as stated on the bid form and in this addendum.

Q2: Also, is the 48 hour delivery a firm delivery time?

A2: Yes, we request delivery 48 hours after the order has been placed.

CLARIFICATIONS:

1. Revised bid forms attached.
2. The bid opening date has moved from 12/20/2011 to 12/29/2011.
3. This contract will be divided into four (4) geographical regions that are defined on Addendum No. 1 dated 10/27/2011 and the attached revised bid forms.
4. The award will be made to the vendor with the low bid meeting all of the specifications with the most complete bid per REGION. Vendor(s) may be awarded more than one region.
5. Delivery costs should be included in the bid.
6. **Please note:** By bidding on an entire region (as noted on Addendum No. 1 and the revised bid forms), the vendor acknowledges that the commodity will be supplied and delivered to all of the counties and facilities listed in the geographical regions.
7. If vendor is quoting an equal product, product literature or information should be included with the bid. If agency requests product information it must be received the apparent successful vendor prior to award.

DEFK12006 - BID FORM (revised 12/19/11) - Region 1				
REGION 1 - Brooke, Calhoun, Doddridge, Gilmer, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Pleasants, Ritchie, Tyler, Wetzel, Wirt, Wood				
Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
			GRAND TOTAL:	\$
Failure to use this form may result in disqualification				
Bidder / Vendor Information:				
Name:				
Address:				
Phone# :				
Email Address:				
Authorized Signature:				

DEFK12006 - BID FORM (revised 12/19/11) - Region 2				
REGION 2 - Boone, Cabell, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Roane, Wayne				
Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
	Failure to use this form may result in disqualification		GRAND TOTAL:	\$
	Bidder / Vendor Information:			
	Name:			
	Address:			
	Phone# :			
	Email Address:			
	Authorized Signature:			

DEFK12006 - BID FORM (revised 12/19/11) - Region 3				
REGION 3 - Barbour, Berkeley, Grant, Hampshire, Hardy, Jefferson, Lewis, Mineral, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur				
Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
	Failure to use this form may result in disqualification		GRAND TOTAL:	\$
Bidder / Vendor Information:				
Name:				
Address:				
Phone# :				
Email Address:				
Authorized Signature:				

DEFK12006 - BID FORM (revised 12/19/11) - Region 4				
REGION 4 - Braxton, Clay, Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, Wyoming				
Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
Failure to use this form may result in disqualification			GRAND TOTAL:	\$
Bidder / Vendor Information:				
Name:				
Address:				
Phone# :				
Email Address:				
Authorized Signature:				

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

REV. 11/96