



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

West Virginia

RECEIVED

2010 SEP -7 A 10: 01

PURCHASING DIVISION
STATE OF WV

Respectfully submitted by:
The Affiliated Group
Mike Korte
507-250-6471/800-391-6460
mkorte@theaffiliatedgroup.com
September 3rd, 2010



September 3, 2010

Jo Ann Adkins
State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Regarding: DEBT10

Dear Ms. Adkins:

On behalf of The Affiliated Group, Inc. (TAG), an incumbent vendor for this contract, I am pleased to submit this proposal to you in response to your Request for Quotation (RFQ) DEBT10.

I would like to take this opportunity to briefly draw your attention to the following points regarding our proposal:

- TAG acknowledges and accepts all terms and conditions.
- TAG believes it has submitted a fully responsive and responsible offer.
- TAG believes it has submitted rate quotes better than other vendors, which will allow you to renew your agreement with TAG.

As industry leaders, we are excited about this opportunity and look forward to serving you. If you have any questions, do not hesitate to contact me at 507-280-7072 or via email at mkorte@theaffiliatedgroup.com.

Sincerely,

Mike Korte
Sales Manager

We Keep Cash Flowing

3055 41st Street NW, Suite 100 • Rochester, Minnesota 55901
Phone: 800-223-0290 • Fax: 800-628-3645 • Web: www.theaffiliatedgroup.com
Equal Opportunity Employer

DEBT10 - PRICING PAGE

VENDOR MUST COMPLETE THIS SCHEDULE

THE FEE STRUTURE SUBMITTED TO THE STATE OF WEST VIRGINIA IS AS FOLLOWS:

AGENCY	TYPE OF ACCOUNT	% OF AMOUNT COLLECTED
1. Colleges & Universities:	Per Debt	9.74%
2. Worker's Compensation:	Default Account	0-50K BALANCES 7.44% OVER 50K 6.00%
3. WV Department of Tax and Revenue:	New Accounts	14.75%
	Levy Account - where our employee is instrumental in the preparation of the levies.	4.24%
4. Division of Environmental Protection:	Per Debt	7.44%
5. Other Spending Units:	Per Debt	7.44%
	Colleges	14.75%
6. Rate of Second Placement	Per Debt	ADD 10% TO PRIMARY
	Colleges	ADD 10% TO PRIMARY

BID
BID

BIDDER CONTACT INFORMATION


Vendor: THE AFFILIATED GROUP

Bidder Name (Print): MARK NEEB PRESIDENT AND CEO

Contact Name (Print): MIKE KORTE SALES MANAGER

Phone: 800-391-6460 Fax: 800-628-3645

E-mail: MKORTE@THEAFFILIATEDGROUP.COM

Bidders Signature: 

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 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).