



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  
RECMGT07

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
BETTY FRANCISCO  
304-558-0468

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ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
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02/02/2007						
BID OPENING DATE: 03/07/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
THE WEST VIRGINIA PURCHASING DIVISION IS RELEASING THIS REQUEST FOR PROPOSAL (RFP) TO SOLICIT BIDS TO PROVIDE RECORD MANAGEMENT SERVICES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
*****						
A MANDATORY PRE-BID MEETING WILL BE HELD ON FEBRUARY 14, 2007, AT 10:00AM AT ONE DAVIS SQUARE, CHARLESTON, WV 25301. THIS BUILDING IS LOCATED ON WASHINGTON STREET BETWEEN CAPITAL AND SUMMERS STREETS. A PARKING BUILDING IS LOCATED ON THE OPPOSITE CORNER OF WASHINGTON AND SUMMERS STREETS.						
*****						
RELEASE OF THE RFP.....02/01/2007						
MANDATORY PRE-BID MEETING.....02/14/2007						
VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE (CLOSE OF BUSINESS).....02/13/2007						
RESPONSE TO QUESTIONS/ADDENDUM ISSUED.....02/21/2007						
BID OPENING DATE.....03/07/2007						
*****						
INQUIRES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THOUGH CLOSE OF BUSINESS ON TUESDAY, FEBRUARY 13, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:						
JO ANN ADKINS						
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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JOADKINS@WVADMIN.GOV					
***** PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) AFFIDAVIT (1 PAGE) 2) WV-96 AGREEMENT ADDENDUM (1 PAGE) 3) RECMGT07 REQUEST FOR PROPOSAL (18 PAGES) *****						
0001		EA	962-69	RECORD MANAGEMENT SERVICE		
0002	1	EA	962-69	RECORDS MANAGEMENT		
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1). YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						
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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

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<p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>***** PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI- TION OF AWARD.</p>						
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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: FILE 42						
RFQ. NO.: RECMGT07						
BID OPENING DATE: 03/07/2007-----						
BID OPENING TIME: 1:30PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
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CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						
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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  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
BETTY FRANCISCO  
304-558-0468

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	DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 04/11/2001  VENDOR PREFERENCE CERTIFICATE  CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  ( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  ( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  ( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH					

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<p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						
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CONTRACT OR PURCHASE ORDER.						
BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.						
UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: -----						
DATE: -----						
SIGNED: -----						
TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".						
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RFQ NUMBER

RECMGT07

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***** PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI- TION OF AWARD. *****						
NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: FILE 42						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



State of West Virginia  
Department of Administration  
Purchasing Division  
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RFQ NUMBER

RECMGT07

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	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
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	CONTACT PERSON (PLEASE PRINT CLEARLY):					
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	***** THIS IS THE END OF RFQ RECMGT07 ***** TOTAL:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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## REQUEST FOR PROPOSAL

### RECMGT07 – Statewide Contract

#### PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

- 1.1 **Purpose:**  
The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for a blanket open end contract to provide Record Management Service. The proposed solution should provide for: Storage and Retrieval of state agency files and destruction services as needed.
- 1.2 **Project:**  
The objective of this RFP is for storage of state government documents by private sector vendor. Some of the counties have also expressed interest in this facility for the storage of paper records as well as microfilm.
- 1.3 **RFP Format:**  
This RFP has four parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a of the specifications for the services requested pursuant to this RFP, contractual requirements, and general terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.
- 1.4 **Inquiries:**  
Additional information inquiries regarding specifications of this RFP **must** be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification **must** be addressed to:

Jo Ann Adkins, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
E-mail: [joadkins@wvadmin.gov](mailto:joadkins@wvadmin.gov)

Written questions may be submitted via USPS, courier, fax, hand delivery or e-mail. E-mail is the preferred method of receiving questions.

**Absolutely NO contact shall be made by the vendor with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 1.5 **Vendor Registration:**  
Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful**

**bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

**1.6 Oral Statements and Commitments:**

Vendor **must** clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

**1.8.1 *Mandatory Requirements.***

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "**must**", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

**1.8.2 *Contract Terms and Conditions:***

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

**1.8.3 *Informational Sections:***

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

**1.9 Proposal Format and Submission:**

1.9.1 Vendors **must** complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals **must** be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

- 1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

**Submit:**

One original technical and cost  
plus (5) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Jo Ann Adkins  
Req#: RECMGT07  
Opening Date: 03/07/2007  
Opening Time: 1:30 P. M.

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation:* The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

**1.10 Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 **Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 **Public Record:**

1.15.1 *Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:** (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.).

Release of the RFP.....	02/01/2007
Vendor's Written Questions Submission Deadline. ....	02/13/2007
Pre-bid Conference .....	02/14/2007
Addendum Issued .....	02/21/2007
Bid Opening Date .....	03/07/2007
Oral Presentation .....	TBD

1.17 **Pre-bid Conference:**

A mandatory pre-bid conference shall be conducted on the date specified above at 10:00 A.M.. Said conference will be at One Davis Square, Charleston, WV 25301. This building is located on Washington Street between Capital and Summers Streets. A parking building is located on the opposite corner of Washington & Summers Streets.

1.18 **Affidavit:**

West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit **must** be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

## 1.19 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

### 1.19.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

### 1.19.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

### 1.19.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 *Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 *Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

1.19.6 *Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The

Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

1.19.8 *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 *Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of 5 (five) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.



1.19.12 *Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

1.19.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

1.19.14 *Invoices, Progress Payments, & Retain age:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

1.19.16 *Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

## **PART 2 OPERATING ENVIRONMENT**

### **2.1 Location:**

All work shall be performed at vendor's location.

#### **2.1.1 Agencies and Documents Stored:**

Pursuant to the West Virginia Code 5A-8, the West Virginia Department of Administration, is responsible for the management of the State's day to day record storage system.

#### **2.1.2 Physical Housing of Documents:**

The current record center is a privately-owned facility located at 1545 Hansford Street, Charleston, WV. The facility contains 70,000 square feet. The warehouse has 16 full – time employees supplemented by an occasional temporary employee, when needed.

#### **2.1.3 Document Flow: General Description**

Currently documents are delivered to the current vendor's location at 1545 Hansford Street in Charleston, WV and or picked up from this location by individual agencies or delivered or picked-up at the agency site by the vendor. The Purchasing Division does not offer pick-up and delivery service. Most records are received in industry standard sized boxes (1.2 cu ft.) However, some are delivered in other formats previously approved by the records manager or the records management vendor.

#### **2.1.4 Indexing of Documents:**

Based on information provided by the agencies on a transmittal sheet, documents stored at the current vendor's location are indexed by the vendor prior to storage at the record center.

#### **2.1.5 Storage of Documents:**

Agencies are required to follow properly approved retention/destruction schedules. These schedules are required to be submitted to the Department of Administration for approval each odd year, to the attention of the Records Manager, Helen Wilson.

#### **2.1.6 Retrieval of Documents:**

Documents are currently retrieved as requested, usually within 24 hours. An agency may request a RUSH and the documents are retrieved within 4 working hours.

**2.1.7 Destruction of Documents:**

Some documents are destroyed in a shredder at the current vendor's location at agency request by vendor personnel. The current vendor also shreds magnetic media upon request and provides locked bins for some agencies for confidential papers that must be shredded.

**PART 3 PROCUREMENT SPECIFICATIONS**

**3.1 General Requirements:**

The objective of this RFP is for the storage of state government documents by a private sector vendor. The successful bidder to this RFP shall provide storage and management of existing records at its location.

**3.2 Scope of Work:**

The proposed solution **must** provide for: 1) storage of existing records in a metro Charleston area location; vendor location **must** be within a 25 mile radius of State Capital Complex; 2) as requested, retrieve and deliver those records to various statewide locations; 3) per a predetermined retention schedule, advise in a timely manner the forthcoming destruction date; and, 4) provide for future storage, retention and destruction of records. It is planned that this program is optional and will not be mandatory for use by state agencies; however, agencies will not be permitted to lease/buy/rent and other space for the purpose of storing records. Some county officials have displayed an interest in the use of this facility.

**3.2.1 Required Space:**

The system **must** allow for expandability to handle documents produced statewide and to accommodate the needs of all areas of state government.

The vendor **must** be able to provide proof of space to accommodate 125,000 boxes or approximately 150,000 cubic feet. This may be done by review and documentation of the vendors' existing operation space capacity and or written evidence from owner/leaser that vendor can secure sufficient additional space. Additionally, the vendor should be able to secure an additional 25,000 cubic feet within 1 year from award of the contract upon written request from the State Purchasing Division.

**3.2.2 Transition:**

The successful vendor will be responsible for moving all boxes from the existing location to the new location within 60 days after award. Please describe how you plan to accomplish this move.

**3.2.3 System Architecture:**

All storage procedures **must** follow industry standard guidelines established by the Association of Records Managers and Administrators (ARMA.). ARMA has published guidelines for records management – ANSI/ARMA 8-2005 Retention Management for Records and Information.

**3.2.4 Storage Boxes:**

The current boxes used by the State are Box Style – Dye Cut Carton; Inside Dimensions: 16"W x 12"L x 10"H; Paper Combination: 69-26-69; Strength – edge crush test of 44 pounds/inch; gross weight limit of 95 pounds. The successful vendor may suggest specifications for future storage boxes needed for effective

records management; however, the vendor **must** move existing records in existing boxes or furnish boxes as needed at no additional or separate cost.

The successful vendor **must** repackage as needed at no additional or separate cost. The successful vendor may also quote a price for these boxes which agencies may elect to purchase. The state reserves the right to take the vendor's suggested specifications and buy boxes independently for use on this project.

**3.2.5 User Tracking:**

The vendor will be required to supply the Department of Administration the following monthly reports:

1. Agency reports showing the agencies that they have stored documents in the facilities during that month and listing the total amount of cubic feet of storage for each agency.

The vendor may be requested to provide the following reports:

2. Billing reports showing all billing activity for all state agencies in that month.
3. Management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency.

**3.2.6 Security:**

3.2.6.1 Many state records are confidential and should only be viewed by authorized parties. The vendor's facility should be secured to allow access to those approved to retrieve/view etc. documents for their respective agency. The vendor should describe the physical layout and organization of the facility and describe the safeguards proposed that will accomplish this.

3.2.6.2 All Records Center employees **must** undergo a background check as a condition of employment.

3.2.6.3 All Records Center visitors should sign in at the front desk (except for those attending training or going on a tour). Please describe your procedures for visitors going beyond the security doors.

3.2.6.4 Please describe the procedures when a customer comes to the Records Center to retrieve records from the vault.

**3.2.7 Facilities:**

The vendor **must** provide a facility that will protect all documents from disaster as defined in West Virginia State Code 5A-8-3 which states: "Disaster" means any occurrences of fire, flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other conditions of extreme peril resulting in substantial damage or injury to persons or property within this state, whether such occurrence is caused by and act of God, nature man, including any enemy of the United States.

3.2.7.1 Flooding. Please explain if your facility is in the flood plain and if so, what procedures are in place to protect the State's records in case of flood.

3.2.7.2 Fire and Smoke Detection. Please describe how your facility is equipped

to respond to fire and smoke detection, i.e., smoke detectors, fire alarms, communication ties with the fire department, etc.

3.2.7.3 Temperature and Humidity. Please describe the temperature and humidity controls at your facility.

3.2.7.4 Storage Locations. Records should be kept at least one to one and a half inches off the floor with the optimum of 3 inches. Records should be stored away from windows, steam, sewer or water pipes. Please describe your storage locations.

3.2.7.5 Pests, mold and Mildew – Please describe your prevention techniques.

3.2.7.6 Sunlight and Ultraviolet (UV) light – Light fades and discolors paper. Please describe how you insure this will not happen.

### 3.2.8 **Vault Storage Requirement:**

3.2.8.1 The vendor **must** provide a climate controlled (relative humidity and temperature) certified four hour fire vault located within the facility for the storage of photographic plates and miscellaneous records.

3.2.8.2 The vendor should provide a storage room for archival storage of microfilm. This room should have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building. The humidity level should be kept within a range of 40 to 50 percent, with an optimum of 30 to 40, to protect the various film bases and the temperature should be less than 70 degrees F (21 degrees C), ideally at 65 degrees. Both the humidity level and temperature should be kept as constant as possible.

### 3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:*

3.3.2 *Insurance Requirements:* Insurance certificates are required prior to award but are not required at the time of the bid.

3.3.3 *License Requirements:* The vendor is required to pay Workers Compensation insurance for its permanent workers. Successful bidder must submit Workers Compensation Certificate prior to award.

### 3.4 **Specific Needs that the Proposed System Must Meet:**

#### 3.4.1 Pick up of Documents

The vendor will be responsible for the pick-up of a minimum of 3.6 cu. ft. of boxes within the metro Charleston area (25 mile limit from the State Capital Complex). A volume of records of less than this amount will be picked up by the vendor but the agency will be charged for the minimum of 3.6 cu. ft. The vendor should pick up the records within two (2) working days after contact by the agency but pick-up shall be no longer than one week after request is received by vendor.

#### 3.4.2 Indexing of Documents

The vendor will be required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division and the Office of Technology that explains the indexing system and describes the location of all documents by agency. With respect to the extent of indexing required, the vendor should be able to provide up to 60 characters per box or per file.

#### 3.4.3 Retrieval Requirements

The vendor will be responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro- Charleston area (25 mile from State Capitol Complex). If necessary, vendor maybe requested to retrieve documents on a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro- Charleston area within 4 hours. The difference between rush and emergency is rush is during business hours, Monday through Friday, and emergency is after hours, weekends, or holidays.

#### 3.4.4 Billing of Agencies

The vendor **must** bill each state agency storing records at the facility monthly in arrears. These bills **must** be according to the prices and categories contained in this RFP and the vendor's response. When the vendor must ship the materials to the agency location, the costs for postage will be billed as a pass-through charge with the % markup as noted in vendor's bid. The vendor should provide the percentage if they plan to charge a processing fee.

A copy of a summarized total billing for all agencies **must** be sent monthly to the Purchasing Division and the Office of Technology for their records. These divisions will **NOT** have any administrative duties in this area. The vendor may be asked to allow payment by electronic transfer of funds in the future.

#### 3.4.5 Document Destruction

The vendor **must** offer destruction as requested. Documents **must** be destroyed by shredder blade width 5/8" or smaller for paper. Microfilm **must** be shredded to 1/35" strip or smaller. The vendor **must** send a reminder letter to agencies at least 30 days prior to the destruction date listing by box the documents that are to be destroyed. Vendors may send these reminder letters quarterly in advance. Agencies will approve by signing the reminder letter and returning it to the vendor. If unapproved, agencies have the option of continued storage or delivery/pick-up of the documents in question. The agency will also have the option of having a representative witness the destruction of any and /or all documents. After destruction the vendor **must** send written certification of completion of destruction to the individual agency.

#### 3.4.6 Vendor Accountability

The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the state of West Virginia.

The vendor shall be required to maintain the confidentiality of any record or document deemed "confidential" by West Virginia State law from the time it is placed in storage continuing through the destruction of the document.

**3.4.7 Facsimile Capability**

Many state agencies have fax machines. If requested by any agency, the vendor **must** retrieve, fax, and re-file up to 25 single sided pages. This task **must** be completed within twenty-four (24) working hours of the agency request or if requested as a rush, within four (4) working hours.

**3.5 Physical Moving of Documents if a new vendor is chosen:**

- 3.5.1 The state will notify each agency with documents currently in storage of the vendor and his responsibilities. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor or the agency picks up the agency's boxes.
- 3.5.2 The new vendor and the old vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.
- 3.5.2 The selected vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the current vendor's location and other agency facilities.
- 3.5.3 The successful vendor **must** move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor **must** repackage as needed at no additional or separate cost.

**3.6 Vendor Stability & Experience:**

The vendor **must** complete this section in a clear, concise and understandable manner since the vendor's response to this section will be used to judge the vendor's stability to provide the State with the best possible services and to continue to support the proposed system once it is implemented. The vendor's failure to provide complete and adequate information may be reflected in the evaluation team's scoring.

- 3.6.1 The vendor **must** have been in the records storage business for at least twelve months. The vendor should provide the length of time that he has been in the records storage business and the location.
- 3.6.2 Vendor should submit a statement addressing the stability and experience of the vendor in supplying records management, document storage, document retrieval, and document destruction.
- 3.6.3 The vendor should submit a list of federal, state, county or other governmental entities and major private institutions that are storing records with the bidding vendor. Those customers should have similar requirements (in processing and number of documents handled annually) to the needs defined in this RFP, giving the date of each procurement. If no single customer can be cited whose system incorporates all of the functions needed, provide a list of customers whose systems collectively utilize these functions and equal this volume. For each referenced user, provide the name, mailing address and telephone number of a user

representative who can be contacted with questions.

- 3.6.4 The vendor should provide financial statements that allow the State to evaluate the financial capability of the vendor(s) to provide and continue to service and support a system of this type. The vendor should submit a copy of its most recent audited financial statement. Unaudited financial statements will be accepted provided they are notarized and signed by a corporate officer or owner.

## **PART 4 PROPOSAL FORMAT**

### **4.1 Vendor's Proposal Format:**

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I Project Understanding – Should demonstrate the vendor's knowledge of the statewide storage system as it relates to the proposed system and the vendor's understanding of the State's needs. (3.2 and its subsections)

Section II Ability to Meet Agency's Needs – The vendor should describe the technical means proposed to satisfy each need, and should contain solid assurance that each specification can be met. (3.4 and its subsections)

Section III Physical Moving of Documents – Should provide explanation of how the vendor would set up new location and how the vendor would propose moving the current inventory. (3.5 and its subsections).

Section IV Vendor Stability & Experience – Should provide complete and adequate information to show vendor's stability and experience (3.6 and its subsections)

Section V Cost – Should complete Attachment 1 (Cost Sheet)

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

### **4.2 Evaluation Process:**

#### **4.2.1 Method of Evaluation:**

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

### **4.3 Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:



A. Project Understanding	10 Points Possible
B. Ability to Meet Agency's Needs	25 Points Possible
C. Physical Move	10 Points Possible
D. Vendor Stability & Experience	25 Points Possible
E. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 **Minimum Acceptable Score:**

Vendors **must** score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

## COST SHEET

	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
<b>Initial Costs to Agencies</b>			
A. Transfer of existing boxes (may include replacement boxes)	80,000 boxes	\$ /box	\$
B. New Input – Indexing of existing documents	80,000 boxes	\$ /box	\$
<b>Monthly Costs to Agencies</b>			
A. Storage per cubic foot	97,472 cu ft	\$ /cu ft	\$
<b>Activity Costs to Agencies</b>			
A. Pickup and/or Delivery for first 3 cubic feet			
0 – 3 miles	200 pickups	\$ /pickup	\$
3 – 25 miles	500 pickups	\$ /pickup	\$
Rush	50 pickups	\$ /pickup	\$
Emergency (after hours or the weekend)	2 pickups	\$ /pickup	\$
Each Addition cu ft beyond the first 3 cubic feet	11,500 cu ft	\$ /cu ft	\$
B. New Input – Indexing per box	11,500 boxes	\$ /box	\$
C. Retrieval			
Boxes – per cubic foot	845 boxes	\$ /cu ft	\$
Files – per item	4,700 items	\$ /each	\$
Rush – during business hours per cu ft	318 cu ft	\$ /cu ft	\$
Emergency – after business hours, Saturday, Sunday and Holidays – per cu ft	2 cu ft	\$ /cu ft	\$
D. Refiling (no indexing required)			
Boxes – per cubic foot	845 boxes	\$ cu ft	\$
Files – per item	4,700 items	\$ each	\$
E. FAX cost per page	113 pages	\$ /page	\$
F. E-mail cost per page (e-mail PDF)	75	\$ /page	\$
F. Destruction – Cost per cu. Ft.	8,750 cu ft	\$ /cu ft	\$
G. Photocopy – Per Page	86 pages	\$ /page	\$
H. Vault Storage	120 cu ft	\$ /cu ft	\$
I. Permanent Removal of boxes	120 cu ft	\$ /cu ft	\$
<b>Cost of Storage Boxes</b>	6,000 boxes	\$ /box	\$
<b>Hourly Rate for Special Projects and Services not covered above</b>	250 hours	\$ /hr	\$
<b>Grand Total</b>			\$

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_