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

Request for

RFQ NUMBER CPR09005

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

CONSOLIDATED PUBLIC RETIREMENT BOARD BUILDING 5, ROOM 1000 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0720 558-3570

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 07/24/2008 BID OPENING DATE: 08/06/2008 BID OPENING TIME 01:30PM CAT NO LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED TO: ANSWER ALL TECHNICAL QUESTION RECEIVED PRIOR TO 1.) THE 07/24/2008 DEADLINE. 2.) ADD SPECIFICATIONS FOR BI-ANNUAL SUPPLEMENTS TO THE WVCPRB CODE BOOKS (SAMPLE ENCLOSED) BID OPENING DATE REMAINS: 08/06/2007 BID OPENING TIME REMAINS: 1:30 PM ************* END ADDENDUM NO. 1 ************* 0001 966-50 LS 1 CODE BOOKS FOR WVCPRB SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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 may be deemed null and void, and terminated without further order.
- 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
- West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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

ADDENDUM NO. 1 RESPONSES TO QUESTIONS

- Q/1 The RFQ states that the books will have approximately 600 pages. Is that 600 internal pages plus the covers?
- A. 1 The 600 pages are internal pages only and do not include the cover.
- $Q\ 2$ Is the initial order of 1,500 books and subsequent orders to be shipped to just one location in Charleston, WV?
- A 2 All orders are to be shipped to one location: 4101 MacCorkle Avenue SE, Charleston, WV 25304
- Q. 3 Is the printing just black ink for covers and internal pages, or 2 or more ink colors? If not just black ink, we need to know where 2 or more colors are used.
- A. 3 Internal pages are black ink only & cover is gold only.
- Q. 4 How is copy for this RFQ going to be provided to the awarded vendor? As example, on disk, in PDF, Pagemaker, Quark, etc? Will it be on disk? Or, can the agency transfer via FTP to Printer?
- A. 4- The only thing CPRB has in the way of copy is the actual book. There is not a disk available and there is no way to transfer a copy via FTP to Printer.
- Q 5 Is the cover a white Lexotone 17 leather finish?
- A 5 Current cover is Lexotone, but not white The agency chooses a different color each time the books are printed, and that color is choosen once the contract is awarded
- $Q_{-}6$ Is the cover printed 1 color 2 sides?
- A.6 Yes
- Q 7 Are the text pages printed 1 color?
- A. 7 Yes
- Q.8- There seems to be only 1 text paper that matched your specs exactly. Do you want less expensive alternatives?
- A. 8 No