



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 |
| GSD096422 |

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| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL 304-558-2596 |

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| | | | | |
|--------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 03/11/2009 | | | | |

BID OPENING DATE: 03/17/2009 BID OPENING TIME: 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|--|------------|--------|
| | | | | ADDENDUM NO. 2 | | |
| | | | | THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS. | | |
| | | | | BID OPENING DATE REMAINS: 03/17/2009 | | |
| | | | | BID OPENING TIME REMAINS: 1:30 PM | | |
| | | | | ***** END ADDENDUM NO. 2 ***** | | |
| 0001 | 1 | EA | | 983-79 | | |
| | | | | OPEN END CONTRACT FOR MAT/RUG SERVICE CONTRACT | | |
| | | | | ***** THIS IS THE END OF RFQ GSD096422 ***** TOTAL: | | |

| | | | |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. 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.
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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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 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 case 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

RFQ#GSD096422
Mat/Rug Service Contract

Technical Questions & Answers

Question#1: There is a 3 x 5 mat requested. Would a 3 x 4 mat be acceptable?

Answer#1: Mats must be 3 x 5 as specified.

Question#2: Under the general specifications, there is mention of service being performed on customer-owned logo mats. Are the customer-owned logo mats already included under quantities on the bid form? If so, which sizes (and how many) does it apply to?

Answer#2: Please delete any reference in the RFQ to customer-owned logo mats; these mats will be cleaned by Owner personnel and, thus, will not be covered under this service contract.

Question#3: Part of the year will require weekly service, and the other part will require every other week service. However, on the bid form there is only one space for cost per mat. Should I make the cost per mat column into two sections to include the cost for weekly vs. every other week service?

Answer#3: For the 26 weeks following the 1st of November in the year proceeding award of the contract, mats/rugs will be services once per week. For the remaining 26 weeks of the year, the mats/rug will service only once every two weeks. In Column C of the Bid Form included in the RFQ, determine the average cost per mat using the following formula: Cost for Weekly Service times 26 + Cost for Every Other Weekly Service (if different from Weekly Service cost) times 13 and divide the total by 39, the total number of service calls that will be made in a single year for that individual mat:

AS A SAMPLE ONLY

| | | |
|--|---|------------|
| Cost to Service 3' x 10' during the weekly period | = | \$3.00 (A) |
| Cost to Service 3' x 10' during the bi-weekly period | = | \$4.00 (B) |

$A * 26 + B * 13 = \$3.00 * 26 + \$4.00 * 13 = \$130.00$ (C)

$C/39 = \text{Cost Per Mat} = \3.33 (Enter this amount in **Column C** of the Bid Form)

Question#4: Do service charges need listed as a separate item on the bid form, or put into the total cost without separating it out?

Answer#4: Per the specifications, General Specifications Section 3, no extraneous fees will be allowed. Unit prices submitted on the bid form should be all inclusive.