



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
COM02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

SHIP TO

DIVISION OF TOURISM

 VARIOUS LOCALES AS INDICATED
 BY ORDER

304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/26/2010				

BID OPENING DATE: 03/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 1 *****</p> <p>THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS AND TO EXTEND THE BID OPENING DATE AND TIME.</p> <p>THE BID OPENING IS CHANGED FROM: 03/02/2010 AT 1:30 PM TO: 03/11/2010 AT 1:30 PM</p>						
0001	1	LS		966-50		
PRINTING SERVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.

Please clarify how you would like the freight costs calculated. Here are our questions:

After your request on page 6 (pasted below) you list 12 address possibilities for the 88 different product price quotes. If we were to calculate each delivery possibility (12 x 88 possibilities) it would be 1,056 different freight cost numbers for the main quote. For the alternate delivery addresses; for the 88 different products there are 49 different locations.

Quoting all possibilities for this option (49 x 88) would be 4,312 separate costs. Is it possible for the main, and alternate freight quote specs to be clarified in order to get the information you need, with a reasonable amount of freight options?

This will save all the vendors providing quotes a enormous amount of time, and you from having to compare over 5,000 different freight options from a number of vendors. Please let us know if there is something we missed.

Thank you.

**DELIVERY: Shipping addresses F.O.B. De
Charleston WV, Nitro WV, Elkins WV, Fairmo
Milton WV, Romney WV and West Columbia W**

Agency response to the technical question from the vendor requesting clarification concerning the calculation of the freight costs to deliver the various printed items listed in Requisition COM02.

The request for delivery costs must be per 1,000 brochures.

On page 8 of the RFQ under delivery, the delivery weight of a box of brochures cannot exceed 30 lbs/box along with other listed requirements should allow an interested vendor estimate his shipping costs.

Each grouping of brochures is for similar brochures of the same size, the vendor must provide the cost per 1,000 delivered.

On page 6 under delivery shipping address: the FOB destinations are requesting cost to be incurred by vendor with no separate charge to our agencies. Most deliveries are to the Charleston, South Charleston and Nitro areas.

The alternate delivery addresses to the state parks (1-49) may be as small as 1,000, so we request a best estimate delivery cost of 1,000/per delivery location. Most costs we have received in the past were the same price to each of the 49 locations and we multiply that by the number of brochures delivered.

A spreadsheet of delivery costs to areas of the state may be provided by vendor if that is the only way they can figure cost, but evaluation of the bid will be based on the total cost of item 1-49 and the total for each section of the bid.