



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  
 DEP14971

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF ADMINISTRATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

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

BID OPENING DATE: 03/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 01 *****						
ADDENDUM ISSUED FOR THE WV ENERGY EFFICIENT APPLIANCE REBATE PROGRAM RFQ TO DISTRIBUTE THE VENDOR Q/A AS ISSUED BY THE WV DEP. PLEASE SEE THE ATTACHED TWO (2) PAGES.						
BID OPENING DATE & TIME EXTENDED FROM 03/04/2010 TO 03/09/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		964-04		
PROGRAM ADMINISTRATOR						
***** THIS IS THE END OF RFQ DEP14971 ***** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**West Virginia Department of Environmental Protection  
American Reinvestment and Recovery Act  
West Virginia Energy Efficient Appliance Rebate Program  
Request For Quotation  
Questions and Answers  
DEP14971**

- 1) Pg 19 Section 6.2 states that a vendor shall develop partnerships with retailers, manufacturers, and others, but in 6.2.2 its says the WVDEP shall partner with retailers, manufacturers and others. Who is setting up these partnerships, the vendor or the WVDEP?

**The WVDEP will be the initial contact in setting-up these partnerships and the Vendor will work with the WVDEP to conduct ongoing outreach, education, and marketing to support the Program.**

- 2) Since this is an open loop prepaid credit card for an incentive/loyalty/rebate program, the breakage rules do not apply. Is it a requirement that all breakage go back to the purchasing company (state of West Virginia). Cards without breakage rules can be provided to the state at a significantly cheaper rate.

Yes.

**It is a requirement that all breakage go back to the purchasing company (State of West Virginia).**

**Section 4.3. states, "PrePaid Credit Card funds remaining after 12 months shall be retained by the bank and escheated according to state law."**

**The "state law" reference is: West Virginia Code, Chapter 36 Estates and Property, Article 8 Uniform Unclaimed Property Act, §36-8-1 et seq. Hyperlink: [W. Va. Code 36-8-1 et seq.](#)**

**Therefore, the WVDEP requires the Vendor to report PrePaid Credit Card funds remaining in accordance with the West Virginia Uniform Unclaimed Property Act.**

**The contract, negotiated with the Vendor as a result of this Request For Quotation, will have an expiration date of February 17, 2012. If time allows, the WVDEP will require the Vendor to roll unused PrePaid Credit Card funds back into the Program. However, if time does not allow, the WVDEP will work with Vendor to insure that unused PrePaid Credit Card funds are returned to the WVDEP.**

- 3) In 3.4.3.5 you list a requirement for printed materials but there is no elaboration. What type of printed materials are you looking for and what is the estimated volume of these? Printing prices will vary depending on volume and variety.

**"Printed materials," that the Vendor will design and provide to the Consumer are "Rebate Application Forms," however these materials will also be made available to Consumers via a Website.**

**"Printed materials," that the WVDEP will design and provide to the Vendor to provide to the Consumer are "Replacement and Recycling Forms."**

**West Virginia Department of Environmental Protection  
American Reinvestment and Recovery Act  
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Questions and Answers  
DEP14971**

- 4) Are the budget totals for each appliance category independent? i.e. Refrigerator rebates can be in Phase 3 (funds depleted), while Room Air Conditioners can still be in Phase 1 (funds remaining)?

**No.**

**The budget totals for each appliance category are “estimated” or “projected” and are based on 2009 Unit Sales (appliance sales data) in West Virginia and take into account the National ENERGY STAR<sup>®</sup> Market Share for West Virginia.**

**In the case where rebate funds have been depleted in one appliance category and where rebates funds are still remaining in another appliance category, the WVDEP shall work with the Vendor, on a weekly basis, to review the status of the Program and to make the necessary adjustments to the budget totals.**

**The budget totals for each appliance category are adjustable and can be modified based on Rebate Applications and sales trends within each appliance category.**

- 5) Does West Virginia expect to fund rebate invoices prior to the vendor mailing payment to the customer?

**No.**

**As per the RFQ, the WVDEP will enter into a Sub-Grant Agreement with the Vendor and issue a Sub-Grant Award to the Vendor to provide rebates to Consumers.**

**The Vendor shall provide a Request for Funds to the WVDEP, on a weekly basis, at a maximum, to receive payments to provide rebates to Consumers.**

**The rate of pay shall be determined by rebate claims processed, on a weekly basis.**