



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
GSD096442

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 804-558-2596

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	F.O.B.	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: 07/28/2009 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: 07/28/2009		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	EA		910-59		
				OPEN END CONTRACT FOR PEST MANAGEMENT SERVICES		
				***** THIS IS THE END OF RFQ GSD096442 *****		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, 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, 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

Request for Quotations #GSD096442 Integrated Pest Management Contract

Technical Questions & Answers

Question#1: Even though the buildings are listed separately with each having its own subtotal, we are expected to place the same bid for each building. Is this correct?

Answer#1: Yes. All buildings were included only to show the scope of the request. The unit price should be uniform for all buildings, including the sample building.

Question#2: Page 3 of the Addendum #1 to the RFQ calls for a sample building at 400,000 square feet. Is this to be included in the total for the bid even though it says "sample?"

Answer#2: Yes. The Total Bid on the Bid Form should include all buildings, including the Sample Building.

Question#3: Regarding Page 10 of the bid package, it states 10 foot perimeter around facility, although most manufacturer labels state 1-3 feet. Does this bid (and resultant contract) require 10 feet, or is use of what the MSDS labels suggest adequate?

Answer#3: The 10 feet perimeter around each building is a requirement for inspection, maintenance and service. The successful bidder will be required to inspect, maintain and service the building itself, plus a ten foot perimeter around the building.

Question#4: Page 10, Section B, states that kitchen and food preparation areas should be serviced a minimum of twice a month. Is this mandatory or at the discretion of the treating technician based off effectiveness of the treatment.

Answer#4: The RFQ Section actually states "Kitchens and food preparation areas service areas should be visited a minimum of twice a month." This statement should be replaced with "**Kitchens and food preparation areas shall be visited a minimum of twice per month.**" As the contract is for integrated pest management, with "treatment" only as required to keep the facilities pest-free, the number of treatments required is indeterminable. However, visitations of kitchens and food preparation areas for inspection is required at least twice per month.

Question#5: How many buildings are being treated after hours and how will we have access to these buildings to do treatment?

Answer#5: The treatment option will determine the hours during which it can be applied. As per the RFQ, the Owner can approve treatments during normal business hours. As Page 11, Section D, states: "All treatments and inspections must be scheduled with the Owner on a location-by-location basis." Thus, coordinating access to the buildings can be accomplished through the scheduling process. The Pre-Service Conference will allow for the Owner to provide a list of representatives for each building.

Question#6: How often are you going to require written documentation for background checks and drug screens to be submitted?

Answer#6: The successful bidder shall provide written documentation for background checks and drug screens for key personnel at the Pre-Service Conference, and prior to (or as a part of) requesting the addition of key personnel after the commencement of work (See RFQ, Page 15, Key Personnel Assignment).