



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
HHR10096

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 OPERATIONS  
 VARIOUS LOCALES AS INDICATED  
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/08/2010				

BID OPENING DATE:

04/22/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: HHR10096						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						

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**  
**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.

**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)



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 Department of Administration  
 Purchasing Division  
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04/08/2010				

BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE            .....            COMPANY            .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		425-68		
MOBILE, LATERAL, HIGH DENSITY FILING SYSTEM						
***** THIS IS THE END OF RFQ HHR10096 ***** TOTAL:						

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## HHR10096 Mobile, Lateral, High Density File System Vendor's Questions and Agency Responses

1. The successful bidder will need to furnish floor covering for the modular deck of the Mobile, Lateral, High Density File System that is consistent with the floor covering in the installation area, but it will not need to be an exact match?

**The successful bidder should be able to reuse the existing carpet tiles and reinstall over the installed decking.**

2. The successful bidder will be allowed to have the equipment delivered at a time after normal business hours so as to not interfere with the normal day to day operations of the WV DHHR and the loading facilities at 350 Capitol Street?

**This will need to be scheduled with the agency in advance but it should be able to be accommodated.**

3. The successful bidder may anchor the rail system, of the Mobile, Lateral, High Density File System that they are to furnish, to the floor with concrete lags or tap cons and the rail may be leveled with steel shims and/or grout?

**Yes.**

4. Technical Specifications, Item 2.6 Working Height. Normally this specification limits the number of usable shelf openings to six (6). However, it is not possible to meet the file inches required with 6 openings. Should we proceed to quote seven (7) opening shelving and keep the highest point of the Mobile, Lateral, High Density Filing System at less than 85 inches?

**Seven opening shelving is acceptable as long as the bottom of the top shelf is not higher than 76".**

5. There exists a temperature control device on the back wall of the file room that is likely to interfere with the installation of this Mobile, Lateral, High Density Filing System. The building owner will relocate this device as needed prior to installation of the file system?

**This device will be relocated prior to the installation of the file system.**

6. Will all fixed ranges of shelving need to be anchored to the floor and have fully enclosed backs?

**Yes.**

7. 1.2.3 the width may not exceed 280". However, if we can reduce that number and still provide the 20,000 filing inches, would that be acceptable?

**If the system meets all other specification then the reduction in width would be acceptable.**

8. 2.1 track .....the bid request is for a "Modular System" (the rail is not attached to the floor) is this clearly what you want?

**See question #3. The system may be attached to the floor.**

9. 2.8 States that the last unit must be movable & lockable. However, the way the room is designed, (columns) this cannot be accomplished. The drawing shows a fixed unit on both ends. Is this acceptable?

**The system does not need to be lockable and both ends will have a fixed unit.**

# Mandatory Vendor Pre-Bid Conference for HHR10096

(All bidders must attend this meeting.)

Please Print

Date: April 6, 2010 at 9:00 AM

Page 1 of 1

**\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD.  
FIRM & REPRESENTATIVE NAME**

**TELEPHONE & FAX NUMBERS**

Company: <u>Stuart Design Group</u>	<u>P.O. Box 710</u>	PHONE <u>724-325-4566</u>
Rep: <u>Nancy Stewart</u>	<u>Greensburg PA 15668</u>	TOLL FREE <u>800-989-4566</u>
Email Address: <u>ASTU@STUARTDESIGNGROUP.COM</u>		FAX
Company: <u>AT-Allegheny Systems</u>	<u>5036 A Washington St W</u>	PHONE <u>(304) 769-0202</u>
Rep: <u>Kenny Saul</u>	<u>Charleston WV 25313</u>	TOLL FREE <u>(877) 855-5255</u>
Email Address: <u>Kenny@ajwv.net</u>		FAX <u>(304) 764-0203</u>
Company: <u>THOMAS Office Supply</u>	<u>P.O. Box 892</u>	PHONE <u>304-344-2282</u>
Rep: <u>W.A. Smith</u>	<u>Charleston WV 25312</u>	TOLL FREE
Email Address:		FAX <u>304-344-0184</u>
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
Company:		FAX
Rep:		PHONE
Email Address:		TOLL
		FREE
		FAX

APR 6 2010 7 48 PM  
 RECEIVED  
 APR 6 2010 7 48 PM

All Bidders are required to sign-in for this mandatory pre-bid conference.  
All Agency personnel in attendance at this pre-bid are requested to sign-in.

April 6, 2010 at 9:00 AM