



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
 CABLE11

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. BID OPENING DATE HAS BEEN MOVED TO 09/30/2010.						
2. QUESTIONS AND ANSWERS ATTACHED.						
***** END OF ADDENDUM NO. 1 *****						

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-10		
CABLE ACCESSORIES, ELECTRIC						
***** THIS IS THE END OF RFQ CABLE11 ***** TOTAL:						

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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'

CABLE10

Questions and Answers

1. Can the bid opening be extended? There is not enough adequate time for vendors to prepare an accurate bid with less than 4 working days between the last day for questions and the bid opening. ***Bid opening date has been extended 09/30/2010***
2. Can the one year fixed price be reduced to 90 days? With the current unstable copper and metal prices, it is unfair to expect vendors and manufactures to hold prices firm for this length of time.

PRICE ADJUSTMENT PROVISIONS

The State of West Virginia will consider bids that contains provisions for price adjustments prior to the original expiration of the contract, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the “pass through” increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing, E.G. governmental bench marks, general market increase, published price lists. Such requests for and increase should be received in writing by the Director of Purchasing at least 30 days in advance of the effective date of the increase. Any time the vendor requests a price adjustment; the Purchasing Division may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety and cancel the contract.

Preferred Terms:

It is preferred that the prices on this contract are firm for Life of the Contract, as indicated in the Life of Contract clause contained herein, not to exceed one (1) year.

If the vendor cannot guarantee a firm price for the Life of Contract, the vendor must indicate one of the paragraphs listed. Failure to qualify the preferred terms will bind the vendor to a firm price for the Life of the Contract.

Alternative Term:

() The prices on this contract will remain firm for 180 days after the effective date of the contract. Prices will remain firm after each price adjustment for a minimum of 180 days.

3. Can the State of WV provide a detailed usage report that includes ordering agency, manufacture, quantities, part numbers and descriptions of all items purchased from the

CABLE07 contract? If this is not readily available can the bid opening bid delayed until it is available? **Not available**

4. Who is the manufacture of items 42, 43 and 44? I do not recognize these as a manufactures part number. ***Superior Essex***

5. Why did the State of WV replace all the Signamax items that were on the CABLE10 rfq with Multilink on CABLE11? Does the State of WV not currently purchase and have these items installed at statewide facilities? ***Multilink enclosures are the preferred item. The 1U Signamax enclosure has only a clear piece of plastic on top, while the Multilink enclosure is steel and aluminum with a polyester powder coat on the entire enclosure.***

6. Why were CABLE10 items 279 through 323 not included on CABLE11? Does the State of WV not currently purchase and have these items installed at statewide facilities? ***Items 279 through 323 were removed.***

7. If substituting, are samples and descriptive literature only required for the 17 items list? ***YES***

8. Or are vendors required to submit samples and descriptive literature for all items that are substituted? ***NO, samples & descriptive literature are only required for the 17 products specified. But the vendor does need to list/designate the manufacturer's name & product item number on each line item if they are substituting for any other items on this contract bid.***

9. Item 76 is listed as Siemon HD5-89D-12 No Substitute. Is this correct? Or will substitutes be allowed? ***Substitutes will be allowed.***