



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
COR61548

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF CORRECTIONS

SHIP TO

617 LEON SULLIVAN WAY

CHARLESTON, WV  
25301

304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2012				

BID OPENING DATE: 02/14/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO MOVE THE BID OPENING DATE FROM 02/07/2012 TO 02/14/2012.		
				2. QUESTIONS AND ANSWERS ARE ATTACHED.		
				3. 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.		
				END OF ADDENDUM NO. 1		
0001	1	LS		952-20 INMATE TRANSPORT SERVICES		
				***** THIS IS THE END OF RFQ COR61548 ***** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).

**COR61548**  
**Addendum No. 1**

**QUESTIONS:**

- Q1: Is the State of West Virginia aware that the governing body for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice?
- A1: Yes, the State of West of Virginia is aware US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice are the body governing prisoner transportation and extradition companies. A Motor Carrier Number (MC#) is distinct from DOT # and is what gives a company authority to transport across state lines. The MC# must be "Active" as shown at the Federal Motor Carrier Safety Administration's (FMCSA) website [www.safersys.org](http://www.safersys.org).
- Q2: Does the State of West Virginia realize that to be in compliance with FMCSA, Vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars (\$1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars (\$5,000,000) per occurrence combined single limit for automobile liability and property damage instead of the one million (\$1,000,000) as required in the RFQ?
- A2: The requirements are revised to the higher limits as follows:
- \$1,500,000 per occurrence combined single limit for 15 passengers rated vehicle  
\$5,000,000 per occurrence combined single limit for 16 passengers rated vehicle
- Q3: Since the State of West Virginia requires that vendors meet all requirements for limits on continuous travel hours and miles as governed by the US Department of Transportation, will vendors be required to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?
- A3: It is the requirement of the state of West Virginia that all vendors **must** have satisfactory audit rating from the Federal Motor Carrier Safety Administration (FMCSA) in order to submit bids for this solicitation.

Q4: Since the State of West Virginia requires that vendors meet all requirements for limits on continuous travel hours and miles as governed by the US Department of Transportation, will vendors be required to submit drivers' logs to verify that they conform to those requirements?

A4: The State of West Virginia reserves the right to drivers' logs to verify vendors meet all requirements for limits on continuous travel hours and miles.

**CLARIFICATIONS:**

C1: The bid opening has moved from 02/07/2012 to 02/14/2012. The bid opening time remains at 1:30 pm.

C2: No additional questions will be accepted on this RFQ.

**EXHIBIT 10**

**REQUISITION NO.: .....**

**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 .....**

**I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.**

.....  
**SIGNATURE**

.....  
**COMPANY**

.....  
**DATE**

**REV. 11/96**