



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 |
| DRS120241 |

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| PAGE |
| 1 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| SHELLY MURRAY |
| 304-558-8801 |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 11/16/2011 | | | | |

BID OPENING DATE: 11/30/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|-------------|---------|----------|-------------|------------|--------|
| ----- ADDENDUM NO. 2 ----- | | | | | | |
| THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE 11/08/2011 QUESTION SUBMISSION DEADLINE. | | | | | | |
| ATTACHMENT: QUESTIONS AND RESPONSES REVISED COST SHEET | | | | | | |
| BID OPENING DATE IS EXTENDED: | | | | | | |
| FROM: 11/22/2011 | | | | | | |
| TO : 11/30/2011 | | | | | | |
| 0001 | 43 | EA | | 840-60 | | |
| | MINIMUM 65" | PLASMA | | TELEVISION | | |
| 0002 | 4 | EA | | 840-60 | | |
| | MINIMUM 55" | PLASMA | | TELEVISION | | |
| 0003 | 33 | EA | | 205-43 | | |
| | CONFERENCE | STATION | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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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'

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 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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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
| | | | | 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 | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|--|----------|-----|----------|-----------------------------------|------------|--------|
| | | | | COMPANY DATE | | |
| NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. | | | | | | |
| CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. | | | | | | |
| BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. | | | | | | |
| ----- END OF ADDENDUM NO. 2 ----- | | | | | | |
| ***** THIS IS THE END OF RFQ DRS120241 ***** TOTAL: | | | | | | _____ |

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**DRS120241
ADDENDUM # 02**

To provide clarifications and Agency response to vendor questions:

- 1) For DRS120241, are you interested in other TV options? Specifically, can we propose LCD's?

No. The plasma type screen is preferred due to viewing angles and superior back or black lighting. The Agency has many vision impaired clients and employees that will be using the TV's for training classes and video conferencing. The Agency researched the various models and reached a consensus that the plasma screens are the easiest for our employees and clients to view clearly.

- 2) The RFQ DRS120241 on the first page is asking for the 65 inch plasma TV qty 43. On page 10, is asking for 42 qty.

The correct quantity for the 65" plasma TV is 43. Quantity is corrected to 43 on the Cost Sheet and page 7 of the original RFQ specifications.

- 3) Exhibit 3 is deleted from the RFQ. This is not an Open-End Contract.

COST SHEET
DRS120241

| Item | Qty | Description | Unit Price | Extended Cost |
|----------------------|-----|-------------------------------|------------|---------------|
| 1 | 43 | minimum 65" Plasma Television | \$ | \$ |
| 2 | 4 | minimum 55" Plasma Television | \$ | \$ |
| 3 | 33 | Conference Station | \$ | \$ |
| Total for Evaluation | | | | \$ |

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.