



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  
**FAR120000**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 FINANCIAL ACCOUNTING AND  
 REPORTING SECTION  
 2101 WASHINGTON ST E  
 CHARLESTON, WV  
 25305-1510 304-558-4083

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/19/2012				

BID OPENING DATE: **04/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 1</b>						
THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (FAR120000).						
BID OPENING DATE REMAINS: 04/26/2012 BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		946-54		
STATE MASTER LEASE PURCHASE AGREEMENT						
***** THIS IS THE END OF RFQ FAR120000 ***** 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).

**FAR120000 ADDENDUM # 1**

1) If bids are delivered in person, what office & address should they be delivered to?

**2019 Washington St. E, Building #15, Charleston, WV 25305**

2) When is the deadline for submitting a bid?

**April 26, 2012 at 1:30 p.m. No bids accepted after that date or time.**

3) RFQ -section 2.1 Last sentence states "Interest is calculated on a 360/265 day basis. Is this a typo?

**Yes, it should read 360/365**

**If this is not a typo, please explain**

4) Prior year RFP's have noted a separate pricing request for indirect state agencies and direct state agencies. Will only direct state agencies be allowed to submit to the Master Lease program?

**No, both direct and indirect state agencies will be allowed to submit to the Master Lease Program (i.e. Marshall University, Glenville State College, etc.)**

5) Escrow Agency – Of the 14 appendices issued since the last contract date of January 2009, how many involved the use of the escrow agent?

**All have been escrowed.**

6) Escrow Agency – can an example be provided of when an appendix may be required to use the escrow agent?

**Vehicle purchases – monies are escrowed and invoices are submitted via Acceptance Certificate and Request for Payment. The bank becomes the lien holder on the vehicle title.**

7) Are the lease document negotiable? What would be the scope of changes that could be modified?

Additional language may be considered for the purpose of clarification, but the fundamental terms and the conditions of the lease are not negotiable. We will not consider using any vendor's lease financing documents.

8) Please expand upon self insurance scope and practice, caps

Perhaps the term "self-insured" is the wrong way to phrase it. The State is insured for liability through BRIM with a limit of \$1 Million per occurrence; for property damage the limit is the actual cash value of the item at the time of loss.

9) Section 17, 1<sup>st</sup> paragraph of the Master Lease. Please explain further the intent of the paragraph.

If state agency pays off the debt early, the state agency will pay the accrued interest to the date of payoff, no additional interest will be paid.

10) There is no requirement to deliver annual or quarterly financial statements within regulatory required timeframes. How can this be included?

Annual financial statements can be offered.

11) According to the new IRS regulations, we cannot prepare the 8038G/GC form; it must be prepared by either the issuer or a paid preparer on behalf of the issuer.

Will the State comply with this IRS regulation in lieu of Item 30 in the RFP requiring the Lessor to prepare?

We will prepare and send to Government and send copy to bank with contracts, and will amend the Master Lease terms accordingly.

12) The last sentence in section 2.1 indicates interest will be calculated on a 360/265 day basis. We calculate using a 360/30 day basis and are not familiar with 360/265 day basis. Is 360/30 day basis acceptable?

This was a typo it should have read 360/365. The 360/30 is not acceptable.

13) Can an alternative indexing method be proposed instead of the method described in Section 2.3?

No

14) Item 9 – The Director of Purchasing may cancel any Purchase Order/Contract upon thirty (30) days written notice to seller. Is the intent to provide for cancellation of the Master Lease Agreement, which would not affect the individual Appendix previously issued?

Yes

15) Item 11 – any reference to automatic renewal is hereby deleted. Do you intend the Master Lease Agreement term to be for 1 year and per Section 22 allow a provision to renew the Master Agreement for 2 additional 1 yr terms? Is this the “no automatic renewal” reference contemplated here?

Yes

16) Partial prepayments by lessees - How often a lessee can make a prepayment, i.e. once a year is not addressed, Is a onetime principal pre-payment option each year acceptable understanding we would not modify the UCC filing on the originally financed assets until an Appendix is paid in full?

An example of a prepayment would be a wrecked vehicle that has been deemed totaled by the insurance. We would request a buyout quote from the bank which would require a buyout amount and a new calculated amortization schedule. This is done in order to obtain the title of the totaled vehicle.

When one item of Equipment is paid off, Section 17 of the Lease requires a release of the security interest in that item. So the UCC filing would have to be amended to reflect that change, and the Equipment list for that Appendix would also need to be revised.

There is currently no limit on the frequency of prepayments. Except for casualty losses, we could possibly consider a onetime per year prepayment option.