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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

PAGE

FLT12007

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON STREET, EAST **BUILDING 17** CHARLESTON, WV 25305 304-558-0086

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/06/2012 **BID OPENING DATE:** 02/21/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 2 THIS ADDENDUM IS ISSUED TO: PROVIDE REVISED COST SHEET PER THE ATTACHED. VENDORS REGISTERED WITH THE WV STATE PURCHASING DIVISION MAY DOWNLOAD AN ELECTRONIC VERSION OF THIS PRICING SHEET AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDORS NOT REGISTERED WITH THE PURCHASING DIVISION MAY REQUEST AN ELECTRONIC COPY BY CONTACTING KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION AT KRISTA.S.FERRELLOWV.GOV. PLEASE BE SURE TO INCLUDE THE RFQ NUMBER IN THE SUBJECT LINE OF YOUR EMAIL. TO EXEND THE BID OPENING DATE 2.) DATE IS EXTENDED TO: 02/21/2012 BID OPENING TIME REMAINS:1:30 PM BID OPENING ******************* END ADDENDUM NO. 2 ******** 0001 785-46 EA DEFENSIVE DRIVER INSTRUCTOR TRAINING AND MATERIALS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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 verify that the vendor is licensed and in good standing with the above entities. the director or spending unit
- 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).

Product Service	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (\$X)	Net Course Cost (\$X)	Total Cost (\$X)
DDC Attitudinal Dynamics of Driving (or equivalent)							
Course Author							
Course Title		DDC Attitudinal Dynamics of Driving (or equivalent)					
Instructor Development Course Registration			50				
Pre-certification Kit			50				
Instructor Certification Package			50				
Teaching Kit (English and Spanish)			50				
Course Guide, Self-assessment profile, and Certificate of Completion			500				
Annual Instructor Recertification			50				

Product Service —	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (\$X)	Net Course Cost (\$X)	Total Cost (\$X)
DDC Online (or equivalent)							
Course Author							
Course Title		DDC Online (or equivalent)					
Online Program (English)			0006				
Online Program (Spanish)			100				
						Total Cost	

	Total Cost						
				1000			Study Guide and Certificate of Completion
				500			Individual Kit (1 study guide and 1 DVD)
				90			Corporate Package (25 study guides and 1 DVD)
					DDC Self-study (or equivalent)		Course Title
							Course Author
							DDC Self-study (or equivalent)
Total Cost (\$X)	Net Course Cost (\$X)	Discount or Rebate (\$X)	Course Cost (\$X)	Estimated Participant Requirement	Course Name	Course Author	Product Service

Total Cost

Product Service	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (\$X)	Net Course Cost (\$X)	Total Cost (\$X)
Annual Instructor Recertification DDC 8/6 (or equivalent)							
Course Author							
Course Title		Annual Instructor Recertification DDC 8/6 (or equivalent)					
Instructor Development Course Registration			90				
Instructor Certification Package			90	1			
Teaching Kit (English and Spanish)			90				
Course Guide and Certificate of Completion (English)			500				
Course Guide and Certificate of Completion (Spanish)			90				
Annual Instructor Recertification			50				
Annul Video Lease Renewal			90				
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Product Service	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (\$X)	Net Course Cost (SX)	Total Cost (\$X)
Instructor Trainer Course Attitudinal Dynamics of Driving (or equivalent)						FILE REPORT	
Course Author							
Course Title		Instructor Training Course Attitudinal Dynanics of Driving (or equivalent)					
Instructor Training Attitudinal Dynamics of Driving (or equivalent)			5				
						Total Cost	

Product Service	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (SX)	Net Course Cost (SX)	Total Cost (\$X)
Instructor Trainer Course Attitudinal Dynamics of Driving (or equivalent)							
Course Author							
Course Title		Instructor Training Course Attitudinal Dynanics of Driving (or equivalent)					
Instructor Training Attitudinal Dynamics of Driving (or equivalent)			5				
						Total Cost	

Product Service	Course Author	Course Name	Estimated Participant Requirement	Course Cost (\$X)	Discount or Rebate (\$X)	Net Course Cost (\$X)	Total Cost (\$X)
Instructor Trainer Course DDC 8/6 (or equivalent)							
Course Author							
Course Title		Instructor Trainer Course DDC 8/6 (or equivalent)					
Teaching DDC Instructor Trainer Kit (or equivalent)			5			SK.	

Product	Total Cost
Instructor Trainer Course DDC	
Instructor Trainer Couse ADoD	
DDC 8/6	
DDC 2-4	
DDC Online	
DDC Self-study	
DDC ADoD	