



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  
 STO12008

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

STATE TREASURER  
 MAIN CAPITOL BUILDING  
 SUITE E-145  
 CHARLESTON, WV  
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/17/2012				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 ***** THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS. THE BID OPENING DATE AND TIME HAVE NOT CHANGED. ***** END ADDENDUM NO. 2 *****						

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).

**Addendum 2**  
**Responses to Vendor Submitted Questions and Agency Clarifications**  
**RFQ# STO12008**

**Question 1:** Section 2.4 of the RFQ outlines that the proposal should be “no more than twenty-five (25) pages, excluding the Technical Proposal Form and the materials provided in the Miscellaneous section”. Later, Section 4.1 of the RFQ states that the quotation “should not be more than twenty-five (25) pages”.

***Answer to Q. 1:** The twenty-five (25) page statement is based on single sided pages; however the limitation is not a mandatory limit, but simply a guideline. The vendor must answer in full all mandatory items. Answers to subsequent sections may refer to prior responses if they incorporate the same information. The page limitation is intended to limit unnecessary marketing materials. This is applicable to both sections referenced in the solicitation/question above.*

**Question 2:** In order to format our proposal so that responses correspond to the appropriate RFQ section and requirement, please provide the RFQ document in a searchable format rather than a scanned image.

***Answer to Q. 2:** The document is not available for dissemination in a Word or other editable format.*

**Question 3:** Please confirm the maximum number of contract renewals periods as the Quotation Form in the beginning pages of the RFQ (page2) indicates two (2) one (1) year periods while Section 1.1 indicates four (4) one-year renewals.

***Answer to Q. 3:** The initial term of the resultant contract will be for one (1) year. There will be allowances of up to four (4) one-year renewals upon mutual written consent of the parties.*

**Question 4:** Please confirm the address to which submissions should be sent as the Quotation Form in the beginning pages of the RFQ indicate the “ship to” address is State Treasurer, Main Capitol Building, Suite E-145, Charleston, WV 25305 but Sections 1.4 and 2.2 instruct that submissions be addressed to 2019 Washington Street, East, PO Box 50130, Charleston, WV 25305-0130. If we need to ship our response to a street address should we use the Capitol building address?

***Answer to Q. 4:** The “ship to” area on the quotation format is for order fulfillment, not for where bids/responses are to be sent. This “ship to” is generally the main office location of an agency and should not be confused with the instructions elsewhere in the specifications. If a vendor wants to deliver to a street address via personal delivery, common carrier, etc. they should use the street address of the Purchasing Division – 2019 Washington Street, East, Charleston, WV 25305.*

**Question 5:** Per Section 2.4 Proposal Format: The proposal should contain no more than twenty-five (25) pages, excluding the Technical Proposal Form and the materials provided in the Miscellaneous Section.

Please confirm if the 25 page proposal limit refers to page numbers 1-25 or if 25 double sided pages (pages 1-50) meet the requirement.

**Answer to Q. 5:** Please see response to Question 1 above.

**Question 6:** Per Section 3.2.2 Licenses: Vendor must be properly licensed and in good standing with all regulatory and governmental entities. Vendor must submit copies of all required business licenses, certificates and/or registrations upon request or as a matter of proof that it meets certain criteria in order to be considered responsive and responsible.

Is proof of good standing required to be submitted with the vendor proposal in response to this RFQ or only upon request? If yes, will a Certificate of Existence from the State of West Virginia satisfy the requirements of Section 3.2.2? If not, what will satisfy the requirements?

**Answer to Q. 6:** *Vendors must be properly registered to do business WITH and IN the State of West Virginia.*

*To specifically meet the requirements listed in this RFQ, in addition to any professional staff that must be properly licensed to practice/work in the State of West Virginia, the following agencies are an example of those that must be verified by the State in order to be awarded a contract/purchase order upon notice of intent: WV Department of Administration, Purchasing Division (vendor registration); WV Secretary of State (business registrations); WV Offices of Insurance Commissioner; Work Force West Virginia/Bureau for Unemployment & Workers Compensation. Other items to be provided are proof of liability insurance, which will require a Certificate of Insurance. The proof of such information contained above may be submitted with the proposal or upon notice of intent to award to the WV Purchasing Division.*

End of Document