



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

Solicitation

NUMBER
PTR12032

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
PAUL REYNOLDS
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF PUBLIC TRANSIT
 BUILDING 5, ROOM 906
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0432 304-558-0428

DATE PRINTED
07/31/2012

BID OPENING DATE: 08/16/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				ANSWER TO QUESTIONS SUBMITTED ON TERMS AND CONDITIONS.		
				BID OPENING DATE CHANGED		
				FROM: 08/01/12 @1:30 P.M.		
				TO: 08/16/12 @1:30 P.M.		
				NO OTHER CHANGES		
0001	15 PASSENGER	EA	070-93	CONVERTED WINDOW VAN		
				***** THIS IS THE END OF RFQ PTR12032 ***** TOTAL:		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ADDENDUM NO. 05

PTR12032

ANSWERS TO PURCHASING QUESTIONS SUBMITTED

Question 1, I am looking for clarification on the addendum 4 that was recently released. My concern/questions specifically center around the "Instructions To Vendors Submitting Bids" that was included with the addendum. These "Instructions" appear to be a stock form with spaces/blanks that should be completed for each new bid with which they are employed. I am concerned that we are now to include these "Instructions" as part of our bid package?

Answer: The Terms and Conditions are formatted as required instruction to the vendors and are addressed accordingly to the RFQ as needed per the goods or services being bid.

Question 2, Item 3 Pre-Bid meeting (page 2)?

MANDATORY PRE-BID meeting will be held at the following place and time:

ANSWER: Mandatory Pre-bid was held on May 29, 2012

VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question 3, Item 4 Vendor Question Deadline (page 3)?

ANSWER: No additional questions will be accepted for this RFQ

Question 4, Item 3 in General Terms and Conditions – Contract Term (page 6)?

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

ANSWER: **Open End Contract**

Initial Contract Term: This Contract becomes effective on [the date the purchase order is issued]

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to [two years] successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Question 5, Item 5 Quantities – contract type (page 7)?

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

[X] Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Question 6, Item 8 Required Documents (page 7)?

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

ANSWER: Only the items checked are required with bid documents

Question 7, item 12 Liquidated Damages (page 10)?

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of [\$ _ (per day, per week, per unit, or some other agreed measure] for [insert action that triggers liquidated damages]. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

ANSWER: Not applicable to this RFQ

Question 8, Item 44 Purchasing Card Acceptance (page 14)?

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Answer: Purchasing card must be accepted by vendor.