



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
GSD076412

PAGE
1

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

*709001300 02 304-746-4081
SIMPLEX GRINNELL
2800 7TH AVE 102

CHARLESTON WV 25312-1727

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES
BUILDING ONE- ROOM MB60
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0123 558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				

BID OPENING DATE: 12/20/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		936-33		
FIRE SPRINKLER INSPECTION & REPAIR SERVICES						
REQUEST FOR QUOTATIONS						
OPEN END CONTRACT						
EXHIBIT 1						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

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. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

*709001300 02 304-746-4081
SIMPLEX GRINNELL
2800 7TH AVE 102

CHARLESTON WV 25312-1727

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11/16/2006				
BID OPENING DATE:	12/20/2006		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDORS MAY ARRANGE FOR AN ON SITE VISIT AT THE FOLLOWING LOCATIONS.</p> <p>FOR THE CAPITOL CAMPUS AND IN CHARLESTON FACILITIES, COORDINATE THROUGH DAVID PARSONS AT 558-0689 OR MIKE MICHAELSON AT 558-2116.</p> <p>FOR BECKLEY, CONTACT RICK HOWERTON AT 256-6980.</p> <p>FOR HUNTINGTON, CONTACT BOBBY HENSLEY AT 528-5803.</p> <p>FOR PARKERSBURG AND FAIRMONT, CONTACT PAUL GRIFFITH AT 420-4565.</p> <p>FOR WEIRTON, CONTACT ANDREW GUZ AT 797-9851.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, DECEMBER 6, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>KRISTA FERRELL DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: KFERRELL@WVADMIN.GOV</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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Purchasing Division
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KRISTA FERRELL
304-558-2596

*709001300 02 304-746-4081
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2800 7TH AVE 102

CHARLESTON WV 25312-1727

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES
BUILDING ONE- ROOM MB60
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0123 558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				

BID OPENING DATE:

12/20/2006

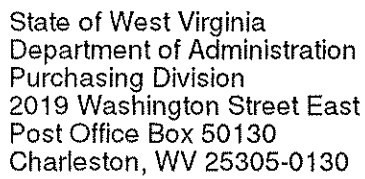
BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----KRISTA FERRELL/FILE 21-----						
RFQ. NO.:-----GSD076412-----						
BID OPENING DATE:-----DECEMBER 20, 2006-----						
BID OPENING TIME:-----1:30 PM -----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-746-4089-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER
GSD076412

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

VENDOR

ST-20

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES
BUILDING ONE- ROOM MB60
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0123 558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006	12/30/2006	BID	OPENING TIME	01:30PM

CONTACT PERSON (PLEASE PRINT CLEARLY) :

Traci Hay

***** THIS IS THE END OF RFQ GSD076412 ***** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
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**REQUEST FOR QUOTATION
INSPECTION OF STANDPIPES AND SPRINKLER SYSTEMS
NFPA 14 – NFPA 25
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division, is soliciting quotations to provide inspections and related repairs in accordance with NFPA 14 and NFPA 25 for standpipes and sprinkler systems in numerous Department of Administration owned buildings located throughout West Virginia, as listed in the following paragraphs.

I. SCOPE

The objective of this proposal is to obtain inspection services as set forth and in accordance with NFPA 14 and NFPA 25. It is the intent of the General Services Division (GSD) to have these services provided on a basis that is in complete compliance with NFPA 14 and NFPA 25. The successful vendor will provide a comprehensive schedule to perform inspections must be submitted to GSD for approval prior to the initiation of the services.

To ensure fairness for the bidding process, the inclusive facilities in this contract have been divided into three geographic regions; a northern region, a southern region, and a Capitol complex region. Facilities in the northern region include those located in Parkersburg (Building 25), Fairmont (Building 21), and Weirton (Building 34). Facilities in the southern region include those located in Beckley (Building 23) and Huntington (Building 32). Facilities comprising the Capitol complex include all buildings at or immediately across the street from the Capitol campus (Buildings 1,3,4,5,6,7,10,11,13,15,16,17), as well as DEP in Kanawha City (Building 37), the warehouse facility next to Dohm Cycle on Piedmont Road (Building 20), and downtown Charleston facilities currently occupied by Tax and Revenue (Building 22) and the facility located at One Davis Square (Building 36).

Additional hours may be necessary for maintenance and or repairs to the standpipes and sprinkler systems. This will also be performed to meet compliance standards as set forth by applicable language contained in NFPA 14 and NFPA 25.

This contract may have multiple awards. Bidders may bid on any one or combination of geographic regions. Awards will be made to the lowest-cost, qualified vendor(s) on a regional basis.

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
- B. The service organization on the specifications shall hereinafter be called the "Contractor".

GSD Inspection of Standpipes/Sprinkler Systems NFPA14-NFPA25 RFQ 2006

- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the manufacturer's recommendations and specifications.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a standpipe and sprinkler system. No preventive or corrective maintenance is to be performed without authorization by the Owner.
- F. "Qualified Inspector", as herein stated, shall mean a qualified inspector, if applicable, to meet the definitions of NFPA 14 and NFPA25.
- G. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will normally be the Building Maintenance Supervisor in charge of each building.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform preventive maintenance, repairs, and inspections as set forth in NFPA 14 and NFPA 25. Bidders must supply references indicating their capabilities to perform such inspections and necessary maintenance of the type specifically described in NFPA 14 and NFPA 25. **It is preferred that the vendor supply references with their bid response. The agency reserves the right to request this information. Vendors will have 48 hours to provide this information. Vendors failing to provide this information within the time frame given may be disqualified.**

This contract will be based on a fee per region to comply with NFPA 14 and NFPA 25 during the normal business hours of 8:00AM to 5:00PM, Monday through Friday. Observance of state holidays is to be included.

Your flat rate bid is \$ 4800.00 per inspection for the sixteen (16) facilities located at or near the Capitol Complex.

Your flat rate bid is \$ 900.00 per inspection for the three (3) facilities located in the northern region.

Your flat rate bid is \$ 600.00 per inspection for the two (2) facilities located in the southern region.

All inspections must be conducted in accordance with NFPA 14 and NFPA 25 to fulfill the terms of the contract.

Additional hours may be necessary for maintenance and or repairs to the standpipes and sprinkler systems. This will also be performed to meet compliance standards as set forth by applicable language contained in NFPA 14 and NFPA 25.

Your bid on additional hours is an hourly rate of \$ 90.⁰⁰ per hour for the Capitol Complex.

Your bid on additional hours is an hourly rate of \$ 90.⁰⁰ per hour for the northern region.

Your bid on additional hours is an hourly rate of \$ 90.⁰⁰ per hour for the southern region.

B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed by Owner's Representative.
2. Price list or invoice copy for each part provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
3. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, WV 25305

C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities.

D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any

employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- G. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- H. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- I. Contractor will be responsible for parts and materials as follows:

GSD Inspection of Standpipes/Sprinkler Systems NFPA14-NFPA25 RFQ 2006

1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below.
 3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Vendor manufactured parts at the manufacturer's published price with a discount of 10 %.
 - b. Non-vendor manufactured parts at Contractor's purchase cost, plus a markup of 200 %, but not more than manufacturer's list price or 10% above retail price.
 - c. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - d. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - e. Contractor will furnish warranty of twelve (12) months for labor, and twelve (12) months on parts.
 4. Non-reusable parts used in the scope of maintenance will be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.
 5. The replacement or repair of any standpipe, sprinkler system or appurtenance etc., with a direct invoice cost in excess of \$250.00 must be approved by the Owner in advance of their purchase by the Contractor.
- J. The repair of certain items covered under this Contract may be beyond the normal capacity of the Contractor, and therefore would need to be sub-contracted to a third party. A determination will be made by the Owner at the time of each of these instances as to whether the labor content of the sub-contracted repair is covered under this Contract or is to be charged to the Owner as a charge outside the Contract. No markup is to be added to the sub-contracted labor. The Owner reserves the right to arrange for the sub-contracted repair of any qualifying item; however, the Contractor would be

GSD Inspection of Standpipes/Sprinkler Systems NFPA14-NFPA25 RFQ 2006

responsible for the labor to remove and re-install and make necessary and approved repairs.

- K. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

IV. AWARD CRITERIA

The State shall award this contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not mark-up the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in section I.3 and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference:

Regular inspection fee of <u>\$500.00</u> for Capitol Complex =	<u>\$500.00</u>
Hourly labor rate <u>\$20.00</u> X 8 Hours =	<u>\$160.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>\$3000.00</u>
Total Bid Cost =	<u>\$5460.00</u>

A. Capitol Complex

Regular inspection fee of \$ <u>4800.00</u> =	<u>\$4800.00</u>
Regular labor rate \$ <u>90.00</u> x 30 hours =	<u>\$2700.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9%</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>2</u> =	<u>\$4000.00</u>
Total Bid Cost	<u>\$13300.00</u>

B. Northern Region

Regular inspection fee of \$ <u>900.00</u> =	<u>\$900.00</u>
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GSD Inspection of Standpipes/Sprinkler Systems NFPA14-NFPA25 RFQ 2006

Regular labor rate \$ <u>90.⁰⁰</u> x 30 hours =	<u>\$2700.⁰⁰</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.⁰⁰</u>
Non-vendor manufactured parts at \$2000.00 x M <u>2</u> =	<u>\$4000.⁰⁰</u>
Total Bid Cost	<u>\$9400.⁰⁰</u>
C. Southern Region	
Regular inspection fee of \$ <u>600.⁰⁰</u> =	<u>\$600.⁰⁰</u>
Regular labor rate \$ <u>90.⁰⁰</u> x 30 hours =	<u>\$2700.⁰⁰</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.⁰⁰</u>
Non-vendor manufactured parts at \$2000.00 x M <u>2</u> =	<u>\$4000.⁰⁰</u>
Total Bid Cost	<u>\$9100.⁰⁰</u>

Questions or clarifications to this RFQ should be addressed to Krista Ferrell at 304.558.2596.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Simplex GrinnellAuthorized Signature: Waei B. RayDate: 12/20/06