



**JB** **JOE BOGGS &  
ASSOCIATES, INC.**

P.O. Box 771  
Charleston, West Virginia 25323-0771

(304) 345-8985  
(304) 345-8986  
(304) 345-1396  
1-800-321-7694  
FAX (304) 345-8907

**QUOTATION OF SERVICES  
DRUG & ALCOHOL TESTING**

**FOR: WEST VIRGINIA HEALTH AND HUMAN  
RESOURCES DHHR BUREAU FOR  
BEHAVIORAL HEALTH & HEALTH  
FACILITIES**

**RFQ# BHS90102**  
**BUYER Roberta Wagner**  
**BID OPENING January 27, 2009**  
**LOCATION Dept of Administration**  
**Purchasing Division**  
**2019 Washington Street, East**  
**Charleston, WV 25305-0130**

*Joe Boggs - new*  
**RECEIVED**

**2009 JAN 13 P 12: 37**

**PURCHASING DIVISION  
STATE OF WV**

## INTRODUCTION

We at Joe Boggs & Associates, Inc. are pleased to present this quotation for drug and alcohol testing to the WV DHHR/BHFF. As an experienced Third Party Administrator with years of experience in both regulated and non-regulated drug and alcohol testing our program will provide excellent service in the most flexible and non-disruptive manner available.

Joe Boggs & Associates, Inc offers access to the most technically sound and legally defensible drug and alcohol services available. Our program utilizes fully trained collectors, certified Medical Review Officers, and SAMSHA certified laboratories. This quotation offers a comprehensive program to fulfill the requirements of the US DOT and the same time keeps costs and interference in the day-to-day activities of the operating agencies to a minimum.

As a company that is truly locally owned and operated, Joe Boggs & Associates, Inc. is not a subsidiary or franchise of any other entity and must stand on our own merit. In today's competitive marketplace our success has come from delivering quality services while maintaining personal customer relations with clients whether large or small. Delivering these services in a state with such diverse geography, varying population densities, different client needs, and changing regulations often requires us to think outside the box. We are committed to making drug and alcohol testing as efficient and free of problems as possible.

Joe Boggs is founder and President of Joe Boggs & Associates, Inc. He also has been elected to the Board of Directors of the Drug and Alcohol Testing Industry Association located in Washington, DC.

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## **Specific Services:**

The Vendor shall be required to:

1. Joe Boggs & Associates, Inc. uses Medtox Laboratories in St Paul MN for testing of urine in compliance with 49 CFR Part 40 which is the U.S. Department of Transportation's Rule regarding procedures for conducting workplace drug and alcohol testing. This includes necessary collection and identification supplies and transportation costs for the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. US Department of Transportation collections protocols will be followed unless specifically requested by the DHHR/BHMF. The vendor is to provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.
2. The vendor provide each collector with a RBT-IV alcohol tester that confirms to all requests from DHHR/BHMF.
3. Joe Boggs & Associate, Inc. will not charge for specimen adulteration assays.
4. Joe Boggs & Associates, Inc. will not charge DHHR/BHMF for rejected specimen.
5. Joe Boggs & Associates, Inc. have a in-house MRO and the costs are included.
6. Joe Boggs & Associates, Inc. will provide mobile testing for regular hours and after hours for reasonable suspicion.
7. Joe Boggs & Associates, Inc. can provide for blood specimens.
8. Joe Boggs & Associates, Inc. will provide for blind samples as required.
9. Joe Boggs & Associates, Inc. will provide other services as required (including MRO testimony, laboratory litigation, package and etc. at no charge.

## **Procurement Specifications**

### **Required Experience/Qualifications:**

The selected vendor shall be a drug and alcohol testing vendor with demonstrated expertise with five (5) years experience in drug and alcohol testing. The vendor must have no successful claims against their professional liability insurance within the last two (2) years.

### **General Services:**

1. Joe Boggs & Associates, Inc. agrees to provide timely drug screening and alcohol testing for approximately 775 new employee hires at the seven State owned and operated facilities.
2. Joe Boggs & Associates, Inc. could have 35 drug screens and alcohol tests required for reasonable suspicion/cause. These tests may be required at any facility on any day and at any time.
3. Joe Boggs & Associates, Inc. is responsible for the timely collection, analysis, certification of results, and proper reporting of the results to the respective Human Resources Department of the facility.
4. Joe Boggs & Associates, Inc. can and will provide expert witness testimony regarding the accuracy of specific employee test results should the results and subsequent actions be challenged by the employee.
5. Joe Boggs & Associates, Inc. will follow all US Department of Transportation collection protocols.

10. Joe Boggs & Associate, Inc. will provide written recapitulation of the test program activity on a monthly basis.
11. Joe Boggs & Associates, Inc. uses approved software from DrugPak that meets all record keeping for DHHR/BHHF.
12. Joe Boggs & Associates, Inc. understands DHHR/BHHF will not pay for waiting time.
13. Joe Boggs & Associates, Inc. understands the reimburse fee for no show and the 45 minutes waiting time.
14. Joe Boggs & Associates, Inc. does not charge for set up fee if contract is renewed.
15. Joe Boggs & Associates, Inc. is covered by Nationwide Insurance for amount DHHR/BHHF requires.
16. Joe Boggs & Associates, Inc. does have sufficient staff to provide services for 1600 to 1700 employees or more. We have been providing them to DHHR/BHHF for the past 3 years. See list of employees and list of companies.

## **CONFIDENTIALITY**

If awarded this contract Joe Boggs & Associates, Inc. agrees not to use or disclose at any time during or after the termination of the contract any information discovered or developed in the course of performance of the contract without the express written consent of the DHHR/BHMF except as required by 49 CFR Part 40.331. Any and all reports related to this contract will be submitted to the DHHR/BHMF through the Program Coordinator of each respective Agency

## **OWNERSHIP OF MATERIAL DEVELOPED**

Joe Boggs & Associates, Inc. agrees that if awarded this contract any materials and communication developed by the vendor in the course of performance of this contract shall be the property of the DHHR/BHMF. It is further agreed that the DHHR/BHMF shall be free to use such materials and communications as it sees fit.

## IMPLEMENTATION

Joe Boggs & Associates, Inc. will begin implementation of the contract upon award. Testing can begin within 10 business days of contract.

## EVALUATION CRITERIA

### PROPOSED METHOD OF PERFORMANCE

Joe Boggs & Associates, Inc. plans to implement the DHHR/BHMF's Drug and Alcohol Testing Programs by communicating with the Program Managers identified by the Agency. Coordination of activities in a manner that protects the sensitive information developed in this type employee program is essential to the method of performance our organization can provide. We anticipate communicating daily with the DHHR/BHMF and are prepared to direct the necessary company resources to manage the Agency's Programs in a cost-effective manner. Joe Boggs & Associates, Inc. (Vendor) will implement the DHHR/BHMF's Drug and alcohol Testing programs for safety-sensitive employees in the following ways as defined by this RFQ:

- **Method of Collection:** Vendor will collect all breath and/or urine samples in compliance with 49 CFR Part 40 protocols. Collections will be conducted at the specific State hospitals unless noted. The split sample method of urine collection will be followed as described in the aforementioned regulation. Non-regulated breath and/or urine collections (if required by the DHHR/BHMF) will be conducted using the same protocols to ensure program consistency unless the Vendor is directed to deviate from these protocols by the Agency.
- **Equipment to be Used:** All breath alcohol testing will be performed with an evidential breath test (EBT) device. Specifically Joe Boggs & Associates, Inc. uses the Alco-Sensor IV manufactured by Intoximeters, Inc. of St. Louis, MO. This device is included in the National Highway Traffic Safety Administration's "List of Conforming Products" alcohol testing. Each EBT is connected to an Intoximeter RBT IV which is a battery powered unit that provides a printout of each test in accordance to 49 CFR 40 231(b). Joe Boggs & Associates, Inc. currently has 10 Alco-Sensor IV/RBT IV combinations in use. Joe Boggs & Associates, Inc. uses no other types of alcohol screening devices such as a saliva testing device since non-EBT's cannot be used for confirmation tests. Non-regulated alcohol tests are performed in an identical manner except the alcohol testing form specifically identifies the test as Non-DOT.

Urine collection will be conducted using standard test kits and Control and Custody Forms approved by the US DOT in 49 CFR part 40 (and Part 382 or 219 as applicable) for all regulated collections.



## VENDOR REQUIREMENTS

#16

Foundation Coal Company  
Deborah Gresh/Human Resources Director  
724/852-5878 phone  
724/366-1397 cell  
1466 employees

WV Highways  
Department of Transportation  
Jeff Black/Human Resources Director  
304/558-3111 phone  
1676 drug test 612 alcohol test

Bureau for Behavioral Health & Health Facilities  
Ginny L Fitzwater/ Human Resources Director  
304/558-5625

We are currently doing the test for the BBHH at all locations in West Virginia. Our Company performs over 8000 drug tests and over 2400 alcohol tests in 2008. If you need more references, let me know.

## ORGANIZATION QUALIFICATIONS

The following is a list of personnel that will collect, certify and administer the drug and alcohol testing program at Joe Boggs & Associates, Inc. Collector certifications are found in Appendix A. MRO certifications are in Appendix B. MRO Resumes are in Appendix C. Breath Alcohol Technician certifications are in Appendix D.

Collectors and Breath Alcohol Technicians ( all listed collectors have completed the new training requirements of 49 CFR Part 40.33):

|                  |              |
|------------------|--------------|
| Holly Brannen    | Joseph Boggs |
| Ritchie Boggs    | Edward Huey  |
| Gary Huey        | Edward Pritt |
| Gary Silman      | Glen Thaxton |
| Robert Turner Sr | Lisa Weese   |

### Random Selection

Gary Huey

### Collection Scheduling

Linda Boggs

### Medical Review Officers

Dr Glen Wright, MD (primary) In-house

Dr Dennis M Demby, MD (back-up)

Dr James F Byers, MD (back-up)

### Assistant Medical Review Officer

Ritchie Boggs



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/9/09

|  |   |               |
|--|---|---------------|
| <b>PRODUCER</b><br>Partners Insurance & Financial Services, Inc.<br>408 Tennessee Ave.<br>Charleston, WV 25302 | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
|  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
| <b>INSURED</b><br>Joe Boggs & Associates, Inc.<br>P.O. Box 771<br>Charleston, WV 25323-0771                    | INSURER A: Nationwide Mutual Fire Insurance   |               |
|  | INSURER B:  |               |
|  | INSURER C:  |               |
|  | INSURER D:  |               |
|  | INSURER E:  |               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSRD | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS  |
|-------------------------|---|-----------------|-------------------------------------|--------------------------------------|---|
| A                       | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>_____<br>_____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | ACP 570 3131047 | 3/9/08                              | 3/9/09                               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COM/PROP AGG \$ 1,000,000<br>\$ _____ |
| A                       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br>_____<br>_____                    | ACP 5703131047  | 3/9/08                              | 3/9/09                               | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000<br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____   |
|                         | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br>_____   |                 |                                     |                                      | AUTO ONLY - EA ACCIDENT \$ _____<br>OTHER THAN EA ACC \$ _____<br>AUTO ONLY: AGG \$ _____   |
|                         | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>_____<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$ _____  |                 |                                     |                                      | EACH OCCURRENCE \$ _____<br>AGGREGATE \$ _____<br>\$ _____<br>\$ _____  |
|                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |                 |                                     |                                      | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ _____<br>E.L. DISEASE - EA EMPLOYEE \$ _____<br>E.L. DISEASE - POLICY LIMIT \$ _____   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>West Virginia Health and Human Resources<br>P.O. Box 50130<br>Charleston, WV 25305 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

AAMRO

American Association of Medical Review Officers



THIS IS TO CERTIFY THAT

Glen Wright, M.D.

having presented to the Executive Board of the American Association of Medical Review Officers satisfactory evidence of prescribed qualifications and having passed an approved examination before the

American Association of Medical Review Officers

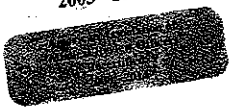
in accordance with national standards of competency and expertise established for Medical Review Officers, is hereby accredited and designated as a

Certified Medical Review Officer

and by order of the AAMRO Board has been entered as such in the AAMRO Registry of Certified Medical Review Officers

Given and dated this 27th day of September 1998

American Association of Medical Review Officers Recertified 2003 - 2008



Handwritten signature of the Chairman

Handwritten signature of the Executive

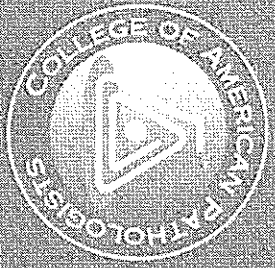


Appendix A Certificate Number 9800

Countersigned and sealed with the Seal of the American Association of Medical Review Officers the day and date above written

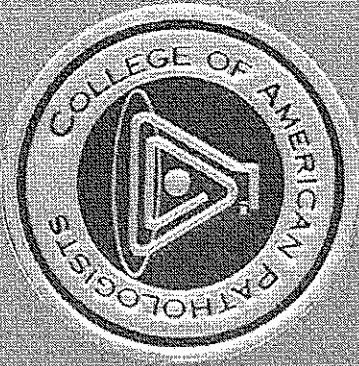
Handwritten signature of the Corporate Secretary

Corporate Secretary



*Advancing Excellence*

# Accredited Laboratory



The College of American Pathologists  
certifies that the laboratory named below

**MEDTOX Laboratories, Inc.**  
**Main Laboratory**  
**Saint Paul, Minnesota**  
**Mark G. Catlin, MD**

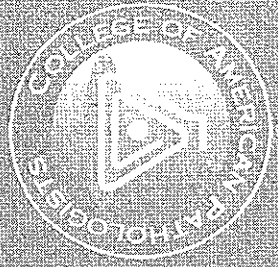
LAP Number: 3039201  
AU-ID: 1189554  
CLIA Number: 24D00665278

has met all applicable standards for accreditation and  
is hereby fully accredited by the College of American Pathologists'  
Laboratory Accreditation Program. Reinspection should occur prior  
to February 4, 2009 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.

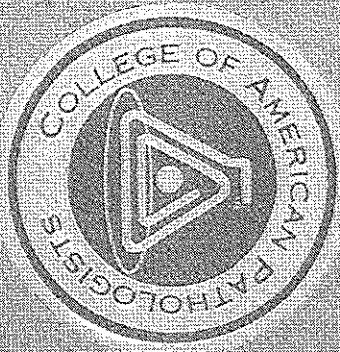
*Renee Williams, MD*  
Chair, Commission on Laboratory Accreditation

*James H. Schwartz, MD PhD FCCP*  
President, College of American Pathologists



*Advancing Excellence*

**Accredited  
Laboratory**



**The College of American Pathologists**  
*certifies that the laboratory named below*

**MEDTOX Laboratories, Inc.**  
**Saint Paul, Minnesota**  
**Jennifer A. Collins, PhD, HCCLD(ABB)**

LAP Number: 6019202  
AUCID: 192042  
CLIA Number: 24D0665278

*has met all applicable standards for accreditation and  
is hereby fully accredited by the College of American Pathologists  
Forensic Urine Drug Testing Accreditation Program. Reinspection  
should occur prior to February 4, 2009 to maintain accreditation.*

*Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.*

*W. Dean Williams, MD*  
Chair, Commission on Laboratory Accreditation

*Thomas Soderman MD FACP*  
President, College of American Pathologists

# MEDTOX<sup>®</sup> Laboratories, Inc.

## CERTIFICATIONS / ACCREDITATIONS

- National Laboratory Certification Program (DHHS)
- HCFA CLIA ID# 24D0865278
- Medicare Provider# 690000038
- U.S. Drug Enforcement Administration License
- Minnesota Controlled Substance Permit (Drug Researcher License)
- CAP / AACC, Forensic Urine Drug Testing
- State of Florida, Agency for Healthcare Administration
- State of Maryland, Department of Health and Mental Hygiene
- Minnesota, Department of Health
- New York State, Department of Health
- Oklahoma, Department of Health
- State of Maine, Department of Human Services
- Commonwealth of Pennsylvania, Department of Health
- State of Vermont, Department of Health
- International Brotherhood of Teamsters and Trucking Management
- OSHA Blood Lead
- OSHA Cadmium
- California Department of Health Services, Blood Lead
- State of Hawaii, Department of Health
- State of New Hampshire Department of Health and Human Services, Blood Lead
- Ohio Department Health, Blood Lead

## Drugs of Abuse Proficiency Testing

- National Laboratory Certification Program (DHHS)
- CAP / AACC, Forensic Urine Drug Testing
- CAP / AACC, Whole Blood Alcohol / Volatiles
- State of Florida, Agency for Health Care Administration
- New York State, Department of Health
- Commonwealth of Pennsylvania, Department of Health
- Minnesota Bureau of Criminal Apprehension, Alcohol
- Department of Transportation, Blood Alcohol

## Therapeutic Drug Monitoring / Clinical Toxicology Proficiency Testing

- New York State, Department of Health
- CAP Therapeutic Drug Monitoring Comprehensive Special
- CAP Toxicology
- CAP Urine Toxicology
- CAP Immunosuppressive Drugs
- CAP Blood Oximetry
- CAP Pseudocholesterase

## Metals Proficiency Testing

- CAP / AACC Blood Lead
- CAP Trace Metals
- CAP Cadmium
- New York State, Department of Health Blood Lead Erythrocyte Protoporphyrin, Mercury
- Centre de Toxicologie du Quebec, OSHA Cadmium
- Centre de Toxicologie du Quebec, Inter-Laboratory Comparison Program, Heavy Metals



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  
**BHS90102**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

VENDOR

\*223130422      304-345-1396  
**JOE BOGGS & ASSOCIATES INC**  
**1703 WOODVALE DRIVE**  
  
**CHARLESTON WV 25314**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 12/14/2008   |               |          |       |               |

BID OPENING DATE: **01/27/2009**      BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|--|------------|--------|
| 0001 | 1        | YR  | 680-24  | <p><b>OPEN-END BLANKET CONTRACT</b></p> <p>*****<br/>           MANDATORY PRE-BID MEETING 1/6/2009 AT 10:30 AM AT 350<br/>           CAPITOL STREET, RM. CR354.<br/>           *****</p> <p><b>CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES</b></p> <p>VENDORS MUST REPORT TO THE SECURITY WINDOW FOR DIRECTIONS TO PRE-BID. FAILURE TO ATTEND PRE-BID CONFERENCE WILL RESULT IN BID REJECTION.</p> <p>VENDOR TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES OF EMPLOYEES OF THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES, OFFICE OF HEALTH FACILITIES THAT CONSISTS OF SEVEN STATE OWNED AND OPERATED HEALTH FACILITIES.</p> <p>SPECIFICATIONS ARE ATTACHED.</p> <p>EXHIBIT 3</p> |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                               |                           |                                   |
|-------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Joe Boggs</i> | TELEPHONE<br>304-345-1396 | DATE<br>01-26-09                  |
| TITLE<br><i>President</i>     | FEIN<br>55-066-4639       | 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 fee.
5. 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.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 |
| BHS90102   |

|      |
|------|
| PAGE |
| 2    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

VENDOR

\*223130422      304-345-1396  
 JOE BOGGS & ASSOCIATES INC  
 1703 WOODVALE DRIVE  
 CHARLESTON WV 25314

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 12/14/2008   |               |          |       |               |

BID OPENING DATE: 01/27/2009      BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>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.</p> <p>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) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                  |              |                                   |
|------------------|--------------|-----------------------------------|
| SIGNATURE        | TELEPHONE    | DATE                              |
| <i>Joe Boggs</i> | 304-345-1396 | 01-26-09                          |
| TITLE            | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| <i>President</i> | 55-066-4639  |                                   |

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



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

# Request for Quotation

RFO NUMBER  
**BHS90102**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

RODNEY

\*223130422      304-345-1396  
**JOE BOGGS & ASSOCIATES INC**  
**1703 WOODVALE DRIVE**  
  
**CHARLESTON WV 25314**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 12/14/2008   |               |          |       |               |

BID OPENING DATE: **01/27/2009**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
|   |          |     |         |             |            |        |
| <p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES:<br/>         WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/8/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE N</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |                           |                                   |
|--------------------|---------------------------|-----------------------------------|
| SIGNATURE<br>      | TELEPHONE<br>304-345-1396 | DATE<br>01-26-09                  |
| TITLE<br>President | FEIN<br>55-066-4639       | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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  
**BHS90102**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

**VENDOR**  
 \*223130422      304-345-1396  
**JOE BOGGS & ASSOCIATES INC**  
**1703 WOODVALE DRIVE**  
**CHARLESTON WV 25314**

**SHIP TO**  
**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

|                                     |               |                                 |        |               |
|-------------------------------------|---------------|---------------------------------|--------|---------------|
| DATE PRINTED<br><b>12/14/2008</b>   | TERMS OF SALE | SHIP VIA                        | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: <b>01/27/2009</b> |               | BID OPENING TIME <b>01:30PM</b> |        |               |

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p><b>ROBERTA WAGNER</b><br/> <b>DEPARTMENT OF ADMINISTRATION</b><br/> <b>PURCHASING DIVISION</b><br/> <b>2019 WASHINGTON STREET, EAST</b><br/> <b>CHARLESTON, WV 25311</b></p> <p>FAX: 304-558-4115</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88<br/>         PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p> |          |     |         |             |            |        |

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>Joe Boggs</i>             | TELEPHONE<br>304-345-1396 | DATE<br>01-26-09                  |  |
| TITLE<br><i>President</i>                 | FEIN<br>55-066-4639       | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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



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  
**BHS90102**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

**VENDOR**  
 \*223130422      304-345-1396  
**JOE BOGGS & ASSOCIATES INC**  
**1703 WOODVALE DRIVE**  
**CHARLESTON WV 25314**

**SHIP TO**  
**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 12/14/2008   |               |          |       |               |

BID OPENING DATE: **01/27/2009**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BHS90102-----</p> <p>BID OPENING DATE:-----1/27/2009-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                               |                           |                                   |
|-------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Joe Boggs</i> | TELEPHONE<br>304-345-1396 | DATE<br>01-26-09                  |
| TITLE<br><i>President</i>     | FEIN<br>55-066-4639       | ADDRESS CHANGES TO BE NOTED ABOVE |

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**BHS90102**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

**\*223130422 304-345-1396**  
**JOE BOGGS & ASSOCIATES INC**  
**1703 WOODVALE DRIVE**  
**CHARLESTON WV 25314**

**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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BID OPENING DATE: **01/27/2009** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT      |
|--|----------|-----|--------|-------------|------------|-------------|
|  |          |     |        | Drug        | \$78.00    | 60,450.00   |
| CONTACT PERSON (PLEASE PRINT CLEARLY):             |          |     |        |             |            |             |
|  |          |     |        | alcohol     | \$25.00    | 19,395.00   |
| ***** THIS IS THE END OF RFQ BHS90102 ***** TOTAL: |          |     |        |             |            | \$86,405.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                               |                           |                                   |
|-------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Joe Boggs</i> | TELEPHONE<br>304-345-1396 | DATE<br>01-26-09                  |
| TITLE<br><i>President</i>     | FEIN<br>55-066-4639       | ADDRESS CHANGES TO BE NOTED ABOVE |

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

### Bid Schedule

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The vendor's quotation must include bids for the following information as outlined:

|                                   | Usage     | Cost          | Extension        |
|-----------------------------------|-----------|---------------|------------------|
| 1. Drug Screening<br>After Hours  | 775 tests | <u>78.00</u>  | <u>60,450.00</u> |
|                                   | 35 tests  | <u>88.00</u>  | <u>3,080.00</u>  |
| 2. Alcohol Testing<br>After Hours | 775 tests | <u>25.00</u>  | <u>19,375.00</u> |
|                                   | 35 tests  | <u>35.00</u>  | <u>1,225.00</u>  |
| 3. Expert Witness Testimony       | 5 hrs     | <u>185.00</u> | <u>925.00</u>    |
| 4. Collector Testimony            | 5 hrs.    | <u>85.00</u>  | <u>425.00</u>    |
| 5. Deposition                     | 5 hrs.    | <u>185.00</u> | <u>925.00</u>    |
| Total                             |           |               | <u>86,405.00</u> |

THIS SHALL BE A PROGRESSIVE AWARD AND WILL BE MADE ACCORDING TO EACH VENDOR'S BID RESPONSE AND LOWEST COSTS. LOW BID WILL BE DESIGNATED AS BHS90102A, NEXT LOWEST BID WILL BE BHS90102B, AND SO ON. AGENCY WILL CONTACT VENDOR "A" FIRST TO PROVIDE THEIR NEEDS. IF VENDOR "A" CANNOT PROVIDE SERVICES, AGENCY WILL GO TO VENDOR "B" AND SO ON.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the Quotation.

The State does reserve the right or accept or reject any or all of the Quotations, in whole or in part, without prejudice if to do so is felt to be in the best interest of the State. Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their Quotations. Nothing may be added to alter the written solution or method contained in the original Quotation after the bid opening.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### 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 materials, 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.

### 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](http://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 is in compliance with the requirements as stated.

Vendor's Name: Joe Boggs & Associates, Inc.

Authorized Signature:  Date: 01/26/09



# VENDOR PREFERENCE CERTIFICATE

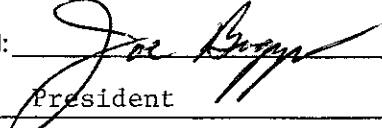
Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37 (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37 provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Joe Boggs & Associates                      Signed:   
Date: 01/26/09                                      Title: President

\*Check any combination of preference consideration(s) indicated above which you are entitled to receive.