



MEDICAL/SURGICAL  
FAX COVER SHEET

DATE:

6/14/10

FAX MESSAGE TO:

Roberta Wagner

FAX NUMBER:

1-304-558-4115

FROM:

Erika Myers

Phone (304) 329-1400 Ext. 248  
(304) 329-1400 Ext. 249  
Fax (304) 791-3449

TOTAL NUMBER OF PAGES  
(Including cover sheet)

9

MESSAGE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
2010 JUN 15 AM 9:15  
WV PURCHASING  
DIVISION

Please note: The documents in this facsimile transmission may contain confidential health information that is privileged and legally protected from disclosure by the Health Insurance Portability and Accountability Act (HIPAA). This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that reading, disseminating, disclosing, distributing, copying, acting upon or otherwise using the information contained in this facsimile is strictly prohibited. If you have received this information in error, please notify the sender immediately at the number listed above and destroy this facsimile.



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

**Request for Quotation**

ITEM NUMBER  
 HOPL1003

PAGE  
 1

ADDRESS-CORRESPONDENCE TO AGENCIES  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Erika Myers, MPT #2509  
 P.O. Box 42  
 Bruceon Mills, WV  
 26525

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	ITEMS OF PRICE	SHIP VIA	FORM	FREIGHT TERMS	
05/20/2010					
BID OPENING DATE: 06/17/2010			BID OPENING TIME: 01:30PM		
LINE	QUANTITY	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	416	HR	465-75		\$100.00/hr
PHYSICAL THERAPY & CONSULTING SERVICE AND TRAINING  REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, HOPEMONT HOSPITAL, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR A PHYSICAL THERAPIST TO PROVIDE PHYSICAL THERAPY AND CONSULTING SERVICES, TRAINING TO THE FACILITY PHYSICAL THERAPY STAFF, AND TO PROVIDE ASSESSMENTS FOR APPROXIMATELY 98 PATIENTS, PER ATTACHED SPECIFICATIONS.  PHYSICAL THERAPIST SHALL BE LICENSED BY THE STATE OF WEST VIRGINIA AS PHYSICAL THERAPIST.  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 15, 2010 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					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE: Erika Myers			TELEPHONE: 304-685-6432	DATE: 6/14/10	
TITLE: Physical Therapist			ADDRESS CHANGES TO BE NOTED ABOVE		

RECEIVED

JUN 24 PM 2:50

## 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.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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).



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

# Request for Quotation

REC NUMBER  
 HOP11003

PAGE  
 2

ADDRESS CORRESPONDENCE TO  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Erika Myers, MPT #2508  
 P.O. Box 42  
 Bruceston Mills, WV  
 26525

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP V/G	FOB	FREIGHT TERMS
05/20/2010				

BID OPENING DATE: 06/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UNIT	PRICE	TERMS/UNIT	TOTAL PRICE	AMOUNT
<p>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 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						\$100.00/hr

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Erika Myers TELEPHONE: 304-685-6432 DATE: 6/14/10

TITLE: Physical Therapist 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

BID NUMBER <b>HOP11003</b>	PAGE <b>3</b>
ADDRESS FOR CORRESPONDENCE TO A PERSON <b>ROBERTA WAGNER 304-558-0067</b>	

RFQ COPY TYPE NAME/ADDRESS HERE <b>Enka Myers P.O. Box 42 Bruceston Mills, WV 26525</b>	HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV 26764-7728 304-789-2411
---	---

DATE PRINTED <b>05/20/2010</b>	TERMS OF SALE	SHIP VIA	PO#	FREIGHT TERMS
BID OPENING DATE: <b>05/17/2010</b>	BID OPENING TIME <b>01:30PM</b>			

ITEM	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSHDE 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>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL PER THE INSURANCE REQUIREMENTS LISTED IN THE ATTACHED SPECIFICATIONS. ADDITIONAL INSURANCE REQUIREMENT ARE</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 4, 2010. 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, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:           ROBERTA WAGNER          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25311          FAX: 304-558-4115          EMAIL: RWAGNER@WVADMIN.GOV</p>						\$100.00/hr
NOTICE						

SIGNATURE <b>Enka Myers</b>	TELEPHONE <b>304-685-8432</b>	DATE <b>6/14/10</b>
TITLE <b>Physical Therapist</b>	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  
**HOP11003**

FILE  
**4**

ADDRESS FOR CORRESPONDENCE TO AGENT ONLY  
**ROBERTA WAGNER  
 304-558-0067**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Enika Myers  
 P.O. Box 42  
 Bruceston Mills, WV  
 26525*

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	FORM OF SALE	SHIP VIA	FOB	PACKING TERMS
05/20/2010				

BID OPENING DATE: *06/17/2010* BID OPENING TIME: *01:30PM*

LINE	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: -----ROBERTA WAGNER/FILE 22-----  RFQ. NO.: -----HOP11003-----  BID OPENING DATE: -----JUNE 17, 2010-----  BID OPENING TIME: -----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-329-3919-----  CONTACT PERSON (PLEASE PRINT CLEARLY): -----Enika Myers-----				<i>\$100.00 /hr.</i>

SIGNATURE: *Enika Myers* TELEPHONE: *304-685-6432* DATE: *6/14/10*  
 TITLE: *Physical Therapist* 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  
**HOP11003**

PAGES  
**5**

ADDRESS/CONTACT PERSON/PHONE NUMBER  
**ROBERTA WAGNER  
 304-558-0067**

*Crika Myers*  
*P.O. Box 42*  
*Bruceston Mills, WV*  
*26525*

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	ISSUE DATE	AMOUNT	RFQ NO.	RFQ TERMS
05/20/2010				

BID OPENING DATE: 06/17/2010 BID OPENING TIME: 01:00PM

LINE	QUANTITY	UNIT	PRICE	AMOUNT
***** THIS IS THE END OF RFQ HOP11003 ***** TOTAL:				\$100.00/hr
				\$41,600/yr

SIGNATURE: *Crika Myers* TELEPHONE: **304-685-6432** DATE: **6/14/10**  
 TITLE: *Physical Therapist* ADDRESS CHANGES TO BE NOTED ABOVE

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

STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Buyer:	Page:	Requisition or P.O. No.:
		HOP11003
Spending Unit:		

Vendor: Crika Myers, PT

Hopemont Hospital is soliciting bids to provide an hourly rate for a physical therapist, consulting services, training of facility physical therapy staff, and assessments for residents.

Contract will provide Physical Therapy Services at Hopemont Hospital. Services will include resident evaluation, recommendation for adaptive equipment and periodic re-assessment for modifications of treatment plans all in coordination with the attending physician and appropriate treatment team members. These services will include training to nursing personnel as deemed necessary by facility requirements and resident need, participation in appropriate committees, and indirect supervision of Restorative Therapy staff.

Vendor will maintain medical and statistical records in accordance with Hopemont Hospital policy and procedure.

Hopemont Hospital will be responsible for the acquisition of therapy equipment and supplies.

Physical Therapist shall be knowledgeable of and comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Physical Therapist shall provide proof of current professional liability insurance, prior to award. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damaged, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

**Insurance Requirements:**

- \$1,000,000 General Liability per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Automobile Liability
- \$1,000,000 Professional Liability
- Workers Compensation Certificate upon award
- West Virginia Statutory requirements including
- West Virginia Code §29-4-2 (Mandolids)

- \*For bodily injury (including death): Minimum of \$500,000.00 per person and \$1,000,000.00 per occurrence.
- \*For property damage and professional liability: Minimum of \$1,000,000.00 per occurrence.

Services will be provided to approximately 98 residents.

**HOURS OF SERVICE:** Hours will "Not Exceed" 8 hours per week, 416 hours in a twelve month period. Vendor will be required to provide the services in a timely manner as needed or as requested by the facility.

Projected dates of service will be July 16, 2010 through July 14, 2011.

The vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices will not be submitted more than once monthly and State Law forbids payment of invoices prior to receipt of the services.

\$ 100.00 Per Hour, will not exceed 8 hours per week.

\$41,600 / yr.



State of West Virginia

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: Crika Myers Signed: Crika Myers
Date: 6/14/10 Title: Physical Therapist

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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 owed 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Crika Myers

Authorized Signature: Crika Myers Date: 6/14/10

State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of June, 2010.

My Commission expires June 11, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Janna J. Marshall

