



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
LAB2991

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUTCH CHITTUM 304-558-8806

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: 07/24/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		924-20		
<p>LICENSING EXAMINATIONS</p> <p>DEVELOPMENT AND ADMINISTRATION OF CONTRACTOR LICENSING EXAMINATIONS INCLUDING REVISING AND UPDATING EXAMINATION ITEMS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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>						

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



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
LAB2991

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUTCH CHITTUM 304-558-8806

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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><b>BANKRUPTCY:</b> 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</p>						

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'



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  
**LAB2991**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUTCH CHITTUM**  
**304-558-8806**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS</p>						

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'



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  
**LAB2991**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUTCH CHITTUM**  
**304-558-8806**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305

304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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</p>						

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'



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  
**LAB2991**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUTCH CHITTUM**  
**304-558-8806**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED <b>07/03/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE</p>						

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'



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
LAB2991

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUTCH CHITTUM 304-558-8806

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: **07/24/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</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            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</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: BUTCH CHITTUM      44</p> <p>RFQ. NO.: LAB2991</p> <p>BID OPENING DATE: 07/24/2007</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p>						

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'



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
LAB2991

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUTCH CHITTUM 304-558-8806

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1900 KANAWHA BOULEVARD EAST  
 BUILDING 6, ROOM 749B  
 CHARLESTON WV 25305  
 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2007				

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ LAB2991 ***** TOTAL:						

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'



## **SECTION 1 OPERATING ENVIRONMENT**

### **1.1 Location**

The Division of Labor is located at the State Capitol Complex, 1900 Kanawha Boulevard East, Building 6, Room 749B, Charleston, WV 25305.

### **1.2 Background**

The contact person during the performance of the contract is:

Fran Cook  
Deputy Commissioner  
West Virginia Division of Labor  
State Capitol Complex  
1900 Kanawha Boulevard East  
Building 6, Room 749B  
Charleston, WV 25305

Telephone: (304) 558-7890, ext. 146

Facsimile: (304) 558-2273

Email: [fcook@labor.state.wv.us](mailto:fcook@labor.state.wv.us)

### **1.3 Contract Matters**

#### **1.3.1 Payment Terms and Conditions**

There will be no cost to the State for the performance of services under a contract or purchase agreement. In consideration of products and services provided hereunder by the Vendor, the Vendor must charge and collect the appropriate fee from each candidate registered for an examination, reexamination, or review.

## **SECTION 2 PROCUREMENT SPECIFICATIONS**

### **2.1 General Requirements**

The Vendor must develop and administer an examination program in accordance with specifications approved by the Board.

The Vendor must develop new forms as needed, including revising and updating examination items to include amendments to statutes and other applicable regulations.

### **2.2 Schedule of Events**

Vendor must be able to implement all requirements of the contract by October 1, 2007.

## 2.3 Scope of Services

### 2.3.1 Categories of Contractor Examinations

The Vendor must develop an item bank of unique forms of examination questions for the following categories: Concrete Contractor; Electrical Contractor; Excavating Contractor; General Building Contractor; General Engineering Contractor; Heating, Ventilating and Cooling (“HVAC”) Contractor; Manufactured Home Installation Contractor; Masonry Contractor; Multifamily Contractor; Piping Contractor; Plumbing Contractor; Remodeling and Repair Contractor; Residential Contractor; Sprinklers and Fire Protection Contractor; Structural Steel Erection; and Utilities (Water and Sewer Projects).

### 2.3.2 Business and Law Examination

The Vendor must also develop a “Business and Law” examination on the West Virginia contractor licensing laws and labor laws, and the rules and regulations of the various state and federal regulatory agencies. This examination must also include questions on organizing and managing a business, contracts, accounting terms and methods, estimating and bidding, project management, risk management, safety, financial management, tax laws, mechanics lien laws and general information relevant to the construction industry. Substitution of currently published business and law examinations is not acceptable.

### 2.3.3 Content of Contractor Examinations

Pursuant to West Virginia Code §21-11-6, each applicant for a Contractor license must pass an examination before a license is issued. Examinations must be composed of multiple choice questions in accordance with the following schedule, and subject to the Board’s approval:

<u>EXAMINATIONS – Open Book</u>	<u>QUESTIONS</u> (Approximate Number)
Business and Law	60
Concrete Contractor	50
Electrical Contractor	100
Excavating Contractor	54
General Building Contractor	80
General Engineering Contractor	80
Heating, Ventilating and Cooling Contractor	80
Manufactured Home Installation Contractor	60

Masonry Contractor	50
Multifamily Contractor	80
Piping Contractor	50
Plumbing Contractor	120
Remodeling and Repair Contractor	60
Residential Contractor	80
Sprinklers and Fire Protection	100
Structural Steel Erection	50
Utilities (Water and Sewer Projects)	100

#### **2.3.4 Psychometric Examination Methods**

Examinations must be developed according to currently accepted psychometric methods and principles. Questions for all examinations must be rotated to prevent memorizing content.

#### **2.3.5 Test Format**

Each category of examination must be composed of multiple choice, open book questions.

Examinations must be offered in paper-pencil format and in electronic computer format at all testing locations. All testing centers must have a minimum of five (5) computers available for computer based testing.

Oral examinations must be available upon request by the candidate in order to accommodate disabilities.

#### **2.3.6 Passing Score**

The minimum passing score for all examinations is 70%, as mandated by W. Va. Code R. § 28-2-6.1.

#### **2.3.7 Transmission Of Test Results**

The Vendor must electronically transmit each day, in a format approved by the board, test results for all candidates.

### **2.3.8 Review of Examination Questions by the Board**

The Vendor must provide staff support for a review of pooled examination questions by the ten (10) member Board. The Board will assure all questions used on the examinations represent the practice of contracting in West Virginia. The Board is authorized to modify and reject any examination question(s) that contain subject matter not in compliance with the construction industry's practices, laws or rules.

### **2.3.9 Candidate Examination Guide Package**

The Vendor must design and produce a candidate examination guide package acceptable to the Board. The guide will contain examination outlines, a list of books allowed for open book testing, study references, registration and services information, testing dates, testing locations and must include examples of questions on the examinations. Guides must be developed for all examinations. The Vendor must distribute sufficient quantities of these guides to the State at no charge and must make them available on the Internet. The Guides must be revised as needed with the latest information concerning licensing requirements and procedures.

### **2.3.10 Reference Manuals and Practice Examinations**

The Vendor must offer a "Reference Manual" for sale to any candidate for the Business and Law examination, at a cost to be paid by the candidate.

The Vendor must offer practice examinations in the tested classifications, at a cost to be paid by the candidate.

The Vendor may offer for sale or rent code or reference books identified in its testing information guide to candidates.

### **2.3.11 Legal Challenge to Examinations**

The Vendor must defend any legal challenge from any party concerning the development and administration of examinations.

### **2.3.12 Examination Administration**

#### **2.3.12.1 Location of Test Centers; Dates of Examination**

The Vendor must obtain prior State approval for the location and relocation of all test centers and for the dates of examinations.

### **2.3.12.2 Examination Administrators**

The Vendor must utilize examination administrators experienced in licensure examination administration who are not affiliated with any Vendor service education program and who fully understand the examination security requirements.

### **2.3.12.3 Security**

The Vendor must utilize procedures to ensure the examination materials are produced, assembled, and delivered accurately under secure conditions. The Vendor must also provide a system of security for the examination questions, the test center and the transmission of test results to the State and to the candidates. Security violations must be reported immediately (within 3 business days) to the State's contact for the contract, by telephone and in writing.

### **2.3.12.4 Registration for Examinations and Payment of Fees**

All candidate processing must be provided from the Vendor's office in Charleston, WV.

The Vendor must receive and process applications and accept payment of fees by the candidate in the forms of money order, cashier's check, certified check or credit card with no additional fees imposed, for the examination at the examination site, by mail, by telephone or over the internet. The Vendor must acknowledge receipt of each candidate's registration.

The Vendor must provide a toll-free telephone registration number for candidates to inquire, order materials and make reservations. Telephone calls from candidates must be handled with a minimum response time. Candidates on hold, without communication with the Vendor's staff in excess of 10 minutes response time, would be unacceptable. Voice mail messages must be returned within eight (8) business hours. In addition to the toll-free telephone registration number, the vendor must also have three (3) additional telephone registration lines. The numbers may be toll-free or local.

The Vendor must supply the Board with a direct telephone number to all permanent testing sites. The Vendor must communicate with the Board immediately (i.e., within the hour) in the event that any telecommunication malfunctions occur.

#### **2.3.12.5 Test Centers**

The Vendor must operate a full-time test center in Charleston, WV, where candidates may take licensing examinations five (5) days per week with a minimum seating capacity of fifteen (15) persons.

The Vendor must also provide part-time test centers in Morgantown, Martinsburg, and Wheeling, where examinations will be offered at least one (1) day per month. The Vendor must also offer the West Virginia examinations at any of the Vendor's sites located in other states where testing is currently provided.

The Vendor must provide all physical facilities and test center personnel for testing. Testing facilities must have a comfortable room temperature to ensure an acceptable testing environment. The Vendor must make reasonable efforts to accommodate the needs of candidates with disabilities, including, but not limited to, accommodations under the Americans with Disabilities Act.

#### **2.3.12.6 Reporting Examination Scores**

The Vendor must provide photograph-bearing score reports to each candidate and upon request, to the Board. These reports must be provided to the candidate within ten (10) days of the testing date.

The Vendor must inform each candidate, in writing, of his or her passing or failing score immediately following the examination, for both paper/pencil and computer based examinations.

The Vendor must offer "Duplicate Score Reports" at a cost to be paid by the candidate.

#### **2.3.12.7 Failure by a Candidate**

The Vendor must furnish, at no cost to the candidate, a written report to every failing candidate that must contain an analysis of the areas of weakness and strength on the examination and must list the number of attempts at the exam on every score report.

#### **2.3.12.8 Inquiries or Appeals by a Candidate; Comments and Correspondence**

The Vendor must respond in writing to the candidate within seven (7) days of examination in connection with any candidate inquiry, appeal or comment regarding an examination, with a copy of the Vendor's response provided to the Board. The Vendor must review individual candidate comments from the testing sessions and provide a summary of such responses to the Board. The Vendor must respond to individual candidate correspondence within seven (7) days from receipt of correspondence from the candidate.

#### **2.3.12.9 Reports to the Board**

The Vendor must provide monthly summary statistics score reports.

**BID COST SHEET**  
**RFQ LAB2970**

**VENDOR NAME:**

**SIGNATURE & DATE:**

Note: The signatory must be an individual or a company officer empowered to contractually bind the vendor.

The cost, detailed below, must indicate the price for providing the entire scope of services, including all services as defined in the attached specifications, as well as any applicable state and/or federal taxes. The cost shall remain valid for at least 120 days from date of bid opening and thereafter in accordance with any resulting contract between the vendor and the State. All monetary amounts are United States currency.

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
1	2444	Business and Law Exam		
2	54	Concrete Contractor Exam		
3	180	Electrical Contractor Exam		
4	77	Excavating Contractor Exam		
5	999	General Building Contractor Exam		
6	98	General Engineering Contractor Exam		
7	189	HVAC Contractor Exam		
8	18	Manufactured Home Installation Contractor Exam		
9	26	Masonry Contractor Exam		
10	19	Multifamily Contractor Exam		
11	41	Piping Contractor Exam		
12	152	Plumbing Contractor		
13	101	Remodeling & Repair Contractor Exam		
14	577	Residential Contractor Exam		
15	6	Sprinklers & Fire Protection Contractor Exam		
16	24	Structural Steel Erection Exam		
17	10	Utilities (Water & Sewer) Contractor Exam		
18	1545	Business and Law Reference Manual		
19	1458	Practice Examinations (All Examinations)		

**GRAND TOTAL**



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 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 exceed 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](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 are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_