



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

Request for Quotation

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| RFQ NUMBER |
| WEH80225 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

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|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 10/24/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| | 11/21/2007 | | | |

BID OPENING DATE: 11/21/2007 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| OPEN-END BLANKET CONTRACT TO PROVIDE REMOTE DATA PROCESSING FOR WELCH THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES IS REQUESTING MONETARY QUOTATIONS TO PROVIDE ALL APPLICATION SOFTWARE, INSTALLATION, SUPPORT, AND ANYTHING INCIDENTAL TO PROVIDE A FULLY INTEGRATED CLEARINGHOUSE SERVICE FOR ELECTRONIC CLAIMS SUBMISSION TO ALL MAJOR INSURANCE CARRIERS, PARTICIPATING PAYERS, SERVICED BY WELCH COMMUNITY HOSPITAL LOCATED AT 454 MCDOWELL STREET, WELCH, WV 24801, PER THE ATTACHED DETAILED SPECIFICATIONS. EXHIBIT 3 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.. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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**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 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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RECEIVED

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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| <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 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</p> | | | | | | |

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| <p>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: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON NOVEMBER 6, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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</p> | | | | | | |

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REORDER

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| | | | | | | |
| FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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. | | | | | | |
| 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). | | | | | | |
| A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: | | | | | | |
| <input type="checkbox"/> 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 | | | | | | |
| <input type="checkbox"/> 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, | | | | | | |

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| <p>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 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> | | | | | | |

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| <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 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> | | | | | | |

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| SIGNED: ----- TITLE: ----- * 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 MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ NO.:-----WEH80225----- BID OPENING DATE:-----11/21/2007----- BID OPENING TIME:-----1:30 PM----- | | | | | | |

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| PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ WEH80225 ***** TOTAL: _____ | | | | | | |

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**REQUEST FOR QUOTATION
WEH80225**

1. GENERAL INFORMATION:

- 1.1. The Department of Health & Human Resources is requesting monetary quotations to provide all application software, install, support, and anything incidental to provide a fully integrated clearinghouse service for electronic claims submission to all major insurance carriers, participating payers, serviced by Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Bidder shall state if automated real-time insurance eligibility and benefit verification is available and if there is an additional fee associated with the verification the bidder shall quote the charge fee.

- 1.1.1 The Department of Health & Human Resources is requesting monetary quotations to provide remote statement processing, technical support, and anything incidental to statement processing for Patient Accounts, Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Bidder shall state if address correction service is available and if there is an additional fee associated with the service. Accordingly, the bidder shall quote the respective fee.

- 1.1.2 This contract shall be an open end contract to begin upon award and continue for a period of one (1) year with the option of two (2), one (1) years renewals.

Background:

Welch Community Hospital provides health care services to the rural population of southern West Virginia with emphasis on prevention and community education. It is a 124 bed hospital, 59 of which are long term care beds. The acute care beds include: 8 intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The Hospital serves the counties of McDowell, Wyoming, and Mingo with a total market population of about 83,000. The following numbers represent the typical utilization encountered by the service area of Welch Community Hospital for the 2006 fiscal year:

Volume of Patient Services:

10,659 Emergency Room patients
1,089 Observation visits
17,663 Clinic patients
402 Surgeries
73 Deliveries
785,280 Laboratory Tests

18,553 Radiology Diagnostic
 2,752 CAT Scans
 1,959 Ultrasound
 639 Mammographies
 938 Admissions
 23,390 Respiratory Tests
 4,209 Electrocardiograms

Financial Information

63,373 Active A/R Accounts
 2,156 Active Bad Debt Records
 70,000 Active Patient Medical Records
 \$29,026,249 Total Revenues:
 Medicare 29.77%
 Medicaid 36.26%
 Blue Cross 2.64%
 Private Pay 20.56%
 Commercial Insurance 10.78%
 \$6,409,337 Accounts Receivables:
 Medicare 20.70%
 Medicaid 13.90%
 Private Pay 45.40%
 Other 20.00%

Patient Services Provided

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic
 Newborn Care
 Internal Medicine
 Surgery
 Emergency Room Services
 Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
 Laboratory Services

- 1.2. All claim submissions and statement processing will be in compliance with HIPAA, federal and state regulations, and all other industry standards. During the contract period, payment may be withheld if services rendered are not in full compliance.
- 1.3. All data transmitted to clearinghouse for electronic claims submission or remote statement processing shall be the property of the hospital at all times and shall

be acknowledged by the bidder upon acceptance of a contract to be the property of the hospital.

- 1.4. The words "will", "must", and "shall", listed herein this document are mandatory requirements.

2. BIDDER REQUIREMENTS:

- 2.1. All qualified bidders, being familiar with and understanding the bidding documents and also being familiar with all billing conditions affecting the project hereby propose to furnish all application software, support, and anything incidental to perform all testing and installation in accordance with the bidding documents within the time set forth below.
- 2.2. It is the bidder's responsibility to verify all required software and hardware and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the installation. Do not proceed until nonconforming conditions have been corrected.
- 2.3. In the event of changes in the federal and/or state mandated regulatory billing standards, and/or payer-required changes to format, the bidder shall make mandated regulatory changes to the software including but not limited to operating parameters or network settings. The bidder shall provide all enhancements, routine releases to the software. If a fee is associated with the mandated regulatory changes, the bidder shall quote the charge fee within this bid.
- 2.4. Bidder shall identify, provide and install any additional hardware and/or software required to make the clearinghouse and remote statement processing operational at the hospital within this bid.

3. SCOPE OF WORK

- 3.1. Minor deviations from the stated specification not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bidding atmosphere provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.
- 3.2. Successful bidder shall act as a clearinghouse for electronic claims submission to all major insurance carriers, including but not limited to: Medicare, Medicaid, Blue Cross, Champva, UMWA, and all other commercial insurance carriers.
- 3.3. Successful bidder shall act as a remote statement processor for printing, sorting, folding, stuffing, and first class mailing of monthly patient statements.

- 3.4. Successful bidder shall provide, install, and support all software applications for this project for a 100% turnkey installation. Installation, training and support shall be provided by technician certified in the use and installation of the system provided or by software manufacturers approved service representatives.
 - 3.4.1. Successful bidder will provide a minimum of three (3) references from clients who they have successfully provided a similar or same system and services specified, in the past five (5) years.
- 3.5. Successful bidder shall provide standard technical support Monday through Friday, 8:00 a.m. to 4:00 p.m. EST, except on Federal and West Virginia State holidays. Emergency service to resolve a condition that causes the billing department to be inoperable, or application software to be inoperable, shall be provided.
 - 3.5.1. Successful bidder shall provide standard technical **telephone** support to solve operational or technical problems.
 - 3.5.2. Successful bidder shall provide standard technical support response from support personnel within two (2) hours of service request.
 - 3.5.3. Successful bidder shall provide standard technical support for loading of application software release updates and operating system updates.
- 3.6. The clearinghouse service will process all automated transactions from delivering UB04 and CMS1500 claims to the proper destination into the specific format required by the health plan payers to reporting back to the sender on any warnings, errors, and claim adjudication messages.
- 3.7. Successful bidder shall provide the hospital on-line statement viewing, customized statement options, ability to demand reprinting of prior statements and reporting to sender on processed claims.
- 3.8. Successful bidder will provide all technical and software training. Successful bidder shall work with current software vendor, Keane, and Patient Accounting Manager on the set up and testing of the system.

4. INSPECTION:

- 4.1. Successful bidder shall be familiar with current hardware and software applications governing this installation during pre-bid site inspection to determine conditions and extent of software and hardware required. No allowance will be made subsequently on behalf of the successful bidder for any error or negligence on their part in connection with this requirement.
- 4.2. Successful bidder shall receive approved test claims from all insurance carriers prior to actual live transmissions.

5. COORDINATION OF WORK:

- 5.1. Successful bidder shall coordinate the installation and testing with the Patient Accounting Manager and Keane representative.
- 5.2. Successful bidder shall provide the Patient Accounting Manager with a time schedule for completed installation and testing within this bid.

6.WARRANTY: (GUARANTEE)

- 6.1. The successful bidder warrants the substantial performance of the system and/or service they provide according to specifications, for the entire term of this contract, to include any renewals or extensions.
- 6.2. The successful bidder shall guarantee all automated UB04 and CMS1500 transactions will be delivered to the proper destination into the specific format required by the health plan payers in conformance with the contract documents. Not conforming to these requirements may be considered inferior and payment may be withheld.
- 6.3. The successful bidder shall guarantee 48-hour turnaround time for patient statement processing. Not conforming to these requirements may be considered inferior and payment may be withheld.
- 6.4. The successful bidder shall guarantee reporting to the Patient Accounting Department on any warnings, errors, and claim adjudication messages as well as accepted claim reporting. Not conforming to these requirements may be considered inferior and payment may be withheld.

7.LICENSE:

- 7.1. The successful bidder shall secure and provide adequate user license required for the hospital billing staff.
- 7.2. Hospital understands and agrees that it is being granted access to use the system/software/hardware owned solely and developed by the Provider and that the amounts paid by the hospital to the Provider pursuant to contract agreement are not intended to and do not fully reimburse Provider for the full expense of developing the system/software/hardware. Hospital agrees that access to the system/software/hardware does not include the right to reproduce, publish or license any part of the system/software/hardware for use by an unrelated third party. Hospital consents that the entire right and title to the software is and shall remain with the Provider. DHHR/Welch Community Hospital understands that all ownership rights of system/software/hardware, belong to and shall remain with the Provider.

8.PAYMENT SCHEDULE:

- 8.1. The successful bidder may begin to submit monthly invoices to Welch Community Hospital when the installation is completed in its entirety and testing accepted by insurance carriers and approved by Welch Community Hospital.
- 8.2. Welch Community Hospital reserves the right to refuse payment in the event the completed install and testing is not in accordance with Federal and State regulations, or, if the invoice amount is not within the agreed terms of the contract.

9.TERM OF WORK:

- 9.1. All software installation and claim transmission testing shall be complete and approved within thirty (30) calendar days, after received of the approved purchase order.

10.DELAYS AND EXTENSION OF TIME:

- 10.1. If the successful bidder is delayed at any time in the progress of the installation and claim transmission testing, then the contract time may be extended at the discretion of Welch Community Hospital and only by written approval of the hospital, Department of Administration, Purchasing Division and approved to form by the State Attorney Generals Office.

11.DAMAGES:

- 11.1 Any damages occurring to the hospital patient accounting claim information resulting from the successful bidder's acts of gross negligence and/or willful misconduct will result in such claim at law or in equity that may be brought against the successful bidder or any of its employees and to pay the amount of any judgment that may be entered against the successful bidder its employees or the amount of any reasonable settlement of any such claims.

12.SCHEDULE OF BID RESPONSES:

- 12.1. Successful bidders shall bid a one time installation set up fee as well as a unit cost per transaction for all the work under all the terms and conditions as described herein.
- 12.2. Successful bidder shall submit full warranty information for the term of the contract upon acceptance of the system after installation.

- 12.3. Successful bidder must be a registered bidder with the WV State Purchasing Division and the Secretary of States Offices, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.
- 12.4. Contract will be awarded to the successful bidder based on the grand total of all costs combined.

RFQ COST SHEET #WEH80225

BIDDERS SHALL PROVIDE A COST FOR THE FOLLOWING:

| <u>Item #</u> | <u>Quantity</u> | <u>Description:</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|---------------|--|--|------------------------------|-------------------|
| 1 | 1 job Installation Fee | Installation of application software for fully integrated clearinghouse. Provide, install, and support all software applications for a 100% turnkey installation. | \$ _____ Per Installation | \$ _____ |
| 2 | 12 ea. Monthly Fee | Application software, install, support, and anything incidental to provide a fully integrated clearinghouse service. Technical support Monday through Friday, 8:00 a.m. to 4:00 p.m. EST, except on Federal and West Virginia State holidays. Emergency service to be provided. | \$ _____ Per Month | \$ _____ |
| 3 | 4000 ea. Estimated # of Claims Per Month. | Fully integrated clearinghouse service Average monthly claim submission- 3000-4500 claims | \$ _____ Per Claim | \$ _____ |
| 4 | 500 ea. Estimated # of Claims Per Month | Automated real-time insurance eligibility and benefit verification Average monthly claim verification- 500 claims | \$ _____ Per Claim | \$ _____ |

| | | |
|---|---|----------------------------|
| 5 | 15,000 ea. Estimated # of Claims Per month Remote statement processing, technical support and anything incidental for statement outsourcing-cycle statements Average monthly statement outsourcing- 15,000 claims | \$ _____ Per Claim |
| 6 | 150 ea. Estimated # of address Corrections Per Month Address correction service Average monthly claims 100-200 | \$ _____ Per Correction |
| 7 | 1 job Annual Fee Enhancements, routine releases to software | \$ _____ Per Year |
| | GRAND TOTAL | \$ _____ |

Contract will be awarded to the successful bidder based on all costs combined.

ESTIMATES USED FOR EVALUATION PURPOSES ONLY. ACTUAL NUMBER OF CLAIMS WILL BE PAID ACCORDING TO ACTUAL CLAIMS PROCESSED.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3 **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4 **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
- 6 **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7 **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8 **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9 **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10 **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11 **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12 **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13 **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14 **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15 **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18 **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT
P O # WEH80225

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

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 exceeds five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____