



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:
109C0285

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2402**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS
 DISTRICT TEN
 270 HARDWOOD LANE
 PRINCETON, WV
 24740 304-487-5243**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2009				

BID OPENING DATE: **06/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				810-85		
<p>HERBICIDE SPRAY SYSTEMS W/OPERATORS</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, EQUIPMENT, SERVICES, ARTICLES AND INCIDENTALS NECESSARY FOR HERBICIDE SPRAY SYSTEM WITH OPERATOR FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS IN VARIOUS COUNTIES PER THE ATTACHED SPECIFICATIONS.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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> <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</p>						
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<p>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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 EXHIBIT 10 REQUISITION NO.:		
				ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.		

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
..... SIGNATURE COMPANY DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				109C0285		
BID OPENING DATE:				-----		

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<p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 109C0285 ***** TOTAL: _____</p>						

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This herbicide spray system is to provide weed control within the geographical area and boundaries of McDowell, Mercer, Raleigh, Wyoming and Summers Counties to Sam Black in Greenbrier County on I-64 for the West Virginia Division of Highways Right of Ways and facilities as directed by the District Manager. The spray boom truck will be used on a majority of the spraying, while the articulated spray boom truck will be utilized for treating wider right of ways mainly in conjunction with the median and brush control operations.

Two trucks must be available at any time upon the request by the Department of Highways during the pendency of this contract.

The Herbicide Spray Systems shall meet the following specifications:

Equipment Requirements:

1. Spray Boom Truck:

Minimum 800 gallon unit to be equipped with a sprayer control system capable of automatically maintaining application rate, a vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor, a minimum of eight (8) separate boom widths; two (2) different application ratios and a manual setting for spot spraying.

The herbicide application unit is to be equipped with an eight boom nutating spray head, using all brass or stainless steel nozzles capable of delivering a no streak pattern of two (2) feet to thirty-two (32) feet. All booms shall operate independently or simultaneously to apply the necessary spray widths as needed. The application system shall have oscillating motion on booms one (1) through four (4); these nozzles must be electrically driven by a 12-volt system. The unit to provide a uniform spray pattern while providing spray drift control.

The above equipment shall be mounted on a suitable flat bed type truck. The operator/driver shall furnish herbicide applicators certification meeting the requirements of the State of West Virginia.

2. Articulated Spray Boom Truck:

The Spray Unit shall be equipped with a minimum 800 gallon capacity or larger spray tank. The Unit is to be equipped with nine (9) boom nutating multiple spray head system, using all brass or stainless steel nozzles capable of delivering a no streak pattern up to a minimum of fifty (50) feet. All booms shall operate independently or simultaneously to apply the necessary spray widths as needed. The application system shall have oscillating motion on booms one (1) through four (4); these nozzles must be electrically driven by a 12-volt system. The unit to provide a uniform spray pattern while providing spray drift control.

The articulated spray boom shall be mounted in the centerline of the truck. The boom shall be capable of rotating 90 degrees to the left and right of the centerline of the truck and have a minimum vertical arc of 80 degrees. The boom shall be a minimum of 18 feet when fully extended and shall be equipped with a Norstar spray head application system or approved equal.

All controls for the movement of the boom and spray heads shall be controlled by a joy stick or switches from within the cab of the truck. Unit to be equipped with a sprayer control system capable of automatically maintaining application rate, a vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor, a minimum of ten (10) separate boom widths; two (2) different application ratios.

The above equipment shall be mounted on a suitable flat bed type truck. The operator/driver shall furnish herbicide applicators certification meeting the requirements of the State of West Virginia.

The vendor shall be responsible for all fuel, repair, maintenance and insurance for the equipment and operator. The successful vendor shall be prepared to mobilize and begin work within thirty (30) days after receipt of an order from the West Virginia Division of Highways. The successful vendor shall comply with all laws, rules and regulations of the State of West Virginia. All labor rates paid by the vendor under this contract must be in compliance with the West Virginia Department of Labor Prevailing Wages, Current Series.

Within 30 days from the date of apparent low bid notification, the successful respondent must assemble all proposed equipment and personnel and demonstrate to the satisfaction of the Herbicide Coordinator that equipment and personnel meet the requirements of the Statement of Work. This demonstration is to take place at a time and date mutually agreed upon by the Herbicide Coordinator and the Contractor.

Traffic Control:

Traffic control will be provided by the West Virginia Division of Highways with the exception of the work vehicles provided by the vendor. All work vehicles provided by the vendor shall be equipped with two (2) flags and one (1) rotating high intensity amber light with a "Slow Moving" triangle mounted on the rear of the vehicle. This applies to all daytime operations.

Material Provided By The Contractor:

When materials are provided by the vendor for items four (4) through seven (7), copies of labels, application rates and number of gallons of emulsion for each specific application is to be submitted. The Division reserves the right to reject any product it deems to pose a potential environmental or safety related problem. Chemical containers must arrive on the job site with their seals unbroken. The vendor is responsible for making arrangements to obtain a clean water source outside of the Divisions right-of-way for mixing with herbicides. Delivery or storage of the vendor's equipment or chemical at West Virginia Division of Highways is prohibited.

Workmanship:

The West Virginia Division of Highways reserves the right to terminate the usage of any herbicide spray system which does not perform the work in conformance with reasonable production standards. Product standards will be based on product performance data under similar circumstances. Only firms who show evidence of employment of qualified and experienced operator/certified herbicide applicators meeting the requirements of State of West Virginia in this field will be considered.

The vendor shall provide two-way communications between the spray unit and the inspector's vehicle provided by the West Virginia Division of Highways in order to optimize project quality.

Basis of Payment:

The vendor shall invoice the West Virginia Division of Highways for acres sprayed and/or mobilization charges on a bi-monthly basis. Mobilization miles and acres must be verified on a daily basis by an authorized representative of the West Virginia Division of Highways. The vendor must provide a daily receipt ticket, easily identified as such by a reference ticket number, date of service and the acreage. The date and ticket number must be referenced on the invoice in order of proper payment to be made.

Item No:	Quantity	Description	Unit Price	Amount
<p>Items 1, 2 and 3 below are per acre rates applied at between 25 and 50 gallons of solution per acre. Material is to be supplied by the West Virginia Division of Highways for items 1, 2 and 3</p>				
1.	100	ACRES, GUARDRAIL SPRAY AREA \$ _____ per acre of actual spraying or applying herbicides		
2.	100	ACRES, MEDIAN SPRAY AREA \$ _____ per acre of actual spraying or applying herbicides		
3.	100	ACRES, BRUSH CONTROL \$ _____ per acre of actual spraying or applying herbicides		

Item No:	Quantity	Description	Unit Price	Amount
4.	500	The following are per acre rates applied at between 25 & 50 gallons of solution per acre. The rates listed are minimum rates to be applied. Herbicide to be provided by the vendor. ACRES, BAREGROUND-GUARDRAIL, BEAMS, ETC AREA FROM EDGE OF PAVEMENT TO 2 FEET BEHIND GUARDRAIL SWATH RANGE 3' TO 50' A. 5 POUNDS KROVAR 5 POUNDS DIURON 3 OUNCES OUST 2 QUARTS ROUNDUP PRO 1 PINT SURFACTANT 250 \$ _____ per acre of actual spraying or applying herbicides		
5.	1005	ACRES, BRUSH SWATH RANGE 4' TO 50' A. EARLY SEASON 1 QUART TORDON K 2 QUARTS GARLON 3A 1 PINT SURFACTANT 335 \$ _____ per acre of actual spraying or applying herbicides B. LATE SEASON (JULY) 2 GALLONS KRENITE 1 QUART SURFACTANT 4 OUNCES ARSENAL 335 \$ _____ per acre of actual spraying or applying herbicide C. LATE SEASON (SEPTEMBER) 2 QUARTS GARLON 1.5 OUNCES ESCORT 1 QUART SURFACTANT 335 \$ _____ per acre of actual spraying or applying herbicide		

Item No:	Quantity	Description	Unit Price	Amount
6.	100	ACRES, ESCAPE RAMPS AND STORAGE LOTS 6 POUNDS DIURON 3 OUNCES OUST 2 QUARTS ROUNDUP PRO 1 QUART SURFACTANT \$ _____ per acre of actual spraying or applying herbicides		
7.	100	ACRES, WILD FLOWER PLOTS SWATH RANGE 4' TO 150' 2 QUARTS ROUNDUP PRO 1 PINT 2,4D 1 QUART SURFACTANT \$ _____ per acre of actual spraying or applying herbicides		
8.		MOBILIZATION: \$ _____ PER MILE LOCATION OF BASE STATION _____		
		Mobilization will be incurred for said equipment by the Division of Highways to the initial job site from the vendor's base station. Vendor's base station shall be construed to be his permanent established headquarters or in the case of moving from one Division of Highways job site to the next, the present location or which ever will cost less. The route will be jointly agreed to by both parties. Mobilization is only paid one-way.		
TOTAL			\$	

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: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____