



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
 CME90131

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2009				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-20		
PROFESSIONAL SERV. TO ASSIST IN DEVEL. OF STRATEGIC TO DEVELOP A STRATEGIC MASS FATALITY RESPONSE PLAN FOR THE WEST VIRGINIA OFFICE OF THE CHIEF MEDICAL EXAMINER. THE PLAN WILL PROVIDE SPECIFIC GUIDANCE ON THE STRATEGIC RESPONSE TO A MASS FATALITY INCIDENT INCLUDING CONCEPT OF OPERATIONS, INCIDENT CHARACTERIZATION, RESPONSE ACTIONS AND KEY ROLES AND RESPONSIBILITIES PER THE ATTACHED SPECIFICATIONS. TERM SHALL BE UPON AWARD AND THE PROJECT MUST BE COMPLETED BY OCTOBER 31, 2009. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND WILL EXPIRE ON OCTOBER 31, 2009. 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. 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON...6/15/2009. 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:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</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</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CME90131 ***** TOTAL:						

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Mass Fatality Plan Specifications

Project Timeline:

The activities for current project funds must be completed by October 31, 2009.

Project Deliverables:

1. The vendor will develop a strategic mass fatality response plan for the West Virginia Office of Chief Medical Examiner. The plan will provide specific guidance on the strategic response to a **mass fatality incident** including concept of operations, incident characterization, response actions and key roles and responsibilities. The vendor will address the following list of functional components below by the project due date.

Functional components (OCME Mass Fatality Incident Response):

- a. The vendor will identify and define the Office of the Chief Medical Examiner's (OCME) authority, responsibility, jurisdiction and its key stakeholders.
 - b. The vendor will provide the OCME a mechanism for incident characterization.
 - c. The vendor will define the OCME's initial response actions.
 - d. The vendor will identify the OCME's functional components of a response and responsible units for implementing action plans.
 - e. The vendor will identify the OCME's resource requirements.
 - f. The vendor will identify potential sites for the OCME to utilize in relation to short and extended operations.
 - g. The vendor will identify key assets that the OCME will need.
 - h. The vendor will identify areas of the plan that require additional specification and development that is beyond the scope of this contract; **examples:** building OCME response team personnel, building the capacity of the current OCME database to accommodate this project plan deliverables, identifying the different types of incident scenarios of mass fatality response that the OCME could potentially be responsible requiring ongoing planning beyond this contract.
2. The plan must conform to the National Incident Management System and Incident Command objectives (http://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf).
 3. The fee of this project will include the production of ten spiral bound copies of the final plan with a color front page and black and white print for all other pages. Draft copies of the plan will be delivered in electronic format and the final copy will be delivered by electronic (PDF format and WORD Format) and hard copy.
 4. The vendor will provide a tabletop mass fatality management exercise and after action report.

The tabletop exercise will include the development of a plausible mass fatality event based on threat assessment factors for West Virginia. The tabletop exercise will include audio and video prompts, exercise playbook (10 copies) and facilitator guide (3 copies).
 5. This is a fixed fee proposal that includes a minimum of three site visits to West Virginia for the project team.

Draft Project Work Plan: Tabletop exercise at the end of the planning process - Schedule/Activities

- Weeks 1-3: The vendor will finalize goals and objectives of project. Data collection and review of existing plans: local, county and state. Identify key stakeholders in plan development (OCME along with other state, county, and local personnel), and points of contact for Stakeholders. Identify trusted agents for exercise design.
- Weeks 4-7: The vendor will present draft plan outline for discussion at the kick-off meeting. The vendor will set timetable for tabletop exercise, location, date and players. The vendor will arrange/make conference call with trusted agents to assist in exercise design.
- Week 8: The vendor will kick-off a meeting with key stakeholders; Present the characteristics/factors in Mass Fatality Incident Response and facilitate discussions on Mass Fatality Incident Response strategy and needed resources.
- Week 9-11: The vendor will provide a plan revision based on data collection from stakeholders. This plan revision will refine and confirm existing OCME and partners' mass fatality incident response capabilities.
- Week 12: The vendor will deliver the first draft of OCME mass fatality incident response plan.
- Week 13: The vendor will visit OCME to review draft response plan and adjust/revise as needed (**required second site visit**). The vendor will review the scope of the planned tabletop exercise and define key objectives of the exercise to OCME personnel.
- Week 14: The vendor will distribute draft plan to the previously identified key players (OCME mass fatality incident response team staff and other key parties; Threat Preparedness, Behavioral Health, etc.) in the tabletop exercise.
- Week 15: The vendor will implement/complete tabletop exercise; **required third site visit** (See Project Deliverable #4 and #5).
- Week 16: The vendor will create and provide an after action report on exercise to OCME mass fatality incident response key stakeholders.
- Weeks 17-18: The vendor will review and revise the mass fatality incident response plan based on the tabletop exercise after action report findings and subsequent feedback from OCME key stakeholders.
- Week 19: The vendor will provide the final version of plan for review and approval.
- Week 20: Upon OCME leadership approval, vendor will complete this mass fatality response plan project by providing Project Deliverable #3.

Source Requirements:

NOTE: Vendors will be required to provide a written description/documentation attesting compliance with each of the following requirements (detailed experience must be documented). Copies of certifications must be provided in addition to the requested written detailed documentation.

1. Vendor will have a principal/project manager with experience in the management or evaluation of four or more actual mass fatality events of 50 fatalities or greater with at least one event of 2,000 fatalities or greater. At least two of these events should be non-manifest type incidents.
2. Vendor will have a principal/project manager with experience in the design and implementation of at least four mass fatality field and/or table top exercises.
3. Vendor will provide a project manager with at least three of the following certifications with at least one certification in Hazmat COBRA, Hazmat Radiological or Explosives:
 - a. Occupational Safety and Health Administration (OSHA) Hazmat Technician
 - b. Emergency Service Unit (ESU) Weapons of Mass Destruction (WMD) Hazmat Technician
 - c. U.S. Department of Energy (DOE) Radiological Hazmat Technician
 - d. U.S. Department of Justice (DOJ) Weapons of Mass Destruction (WMD) Hazmat Technician; Chemical, Ordrinance, Biological, and Radiological (COBRA)
 - e. U.S. Department of Justice (DOJ) Incident Command Course
 - f. U.S. Department of Justice (DOJ) Incident Response to Terrorist Bombings
 - g. U.S. Federal Emergency Management Agency (FEMA) Emergency Management Certification
4. Vendor will have 10 years of experience; work experience should include time within the past five years. The 10 years of experience will include the management of a large medical examiner operation (jurisdictional population of 1 million people), with experience in budget, operations, health and safety, personnel, disaster planning and information systems.
5. Vendor will have either high level incident command or executive level command experience (experience defined as "directing" authority) in management of mass fatality incidents, policy and procedures.
6. Vendor will have experience working with local, state and federal response agencies in large mass fatality incidents (jurisdictional population of 1 million people).
7. Vendor will have experience integrating law enforcement, emergency operations and medical examiner operations with regard to mass fatality response.
8. Vendor will have experience in developing and managing manifests for large mass fatality incidents (50 fatalities or more).
9. Vendor will be fully versed in medical examiner operations, policy, procedure and jurisdictional issues.
10. Vendor will be experienced in database management, systems and resources as they relate to mass fatality incidents. Vendor will have experience in mental health issues that can impact response personnel in mass fatality incidents and strategies for mitigating the impact on personnel.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Developing a strategic mass fatality response plan including production of ten spiral bound copies of the final plan, tabletop mass fatality management exercise and after action report, and three site visits to West Virginia for the project team.

Total Cost of Project \$ _____

The award will be made to the vendor with the lowest overall total cost which meets all requested specifications and requirements. Payment will be made in arrears.

Vendor Signature

Date

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: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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