

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

Request for Quotation

COR61405

PAGE	4000
1	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

TY

NOUZEN

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV

25301

P

ŏ

304-558-8045

DATE PR	NTED	TEF	MS OF SAL	E	SHIP	/IA		F.O.B		FREIGHT TERMS
BID OPENING DAT	<u>/</u> 2009						<u> </u>			
		04/28/ :		CAT			PPE	NING TIME	01	†30PM
LINE	QUAI	YTITY	UOP	NO	ITEM NUI	/IBEK		UNIT PRICE		AMOUNT
0001			LS	(580-12					
	POLICE	1 BELTS	CASI	es, H	DLSTERS, A	and scai	вва	RDS (SHOP M	wasan w	
	\$ORIES	FOR T	HE WV	DIVI				ERS, & ACCES	3 –	
	EXHIBI'	Г 3								T
	YEAR OI NECESSA ORIGINA NOT EXC TIME"	R UNTII ARY TO AL CONT CEED TO THE VEI UPON (L SUCI OBTA: FRACT VELVE VDOR I	. ANI H "REA EN A I THI (12)	EXTENDS ASONABLE ' NEW CONTRI E "REASONI MONTHS. ERMINATE '	FOR A I FIME" TH ACT OR I ABLE TIM DURING THIS CON	ER IER REN IE" TH	EFFECTIVE (LIOD OF ONE EAFTER AS IS EW THE PERIOD SHAI IS "REASONAI ACT FOR ANY SING 30 DAYS	(1) 5 LL 3LE	
	IN THIS	S CONTI	RACT I	OCUMI		CERMS,	ON	ELSEWHERE DITIONS AND OF THE		
	WRITTED SUBMITT DAYS PE BE IN P ORIGINA	N CONSI FED TO RIOR TO ACCORDA	INT OF THE INTERPORT OF THE ANCE VERY TRACT	THE DIRECT EXPII VITH	SPENDING FOR OF PUI RATION DAT THE TERMS	UNIT AN RCHASING TE. SUC AND COM	ID ; T IH IDI	N THE MUTUAI VENDOR, HIRTY (30) RENEWAL SHAI TIONS OF THE TWO (2) ONE	LL	
				SEE RE	VERSE SIDE FOR T		VDITI			
SIGNATURE						TELEPHONE		Į	ATE	
TITLE	· · · · · · · · · · · · · · · · · · ·	FE	EIN					ADDRESS CHAI	NGES	TO BE NOTED ABOVE

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, 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 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



>wzcor

SIGNATURE

TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

 11 4	. 10	MICH	<u> -1,}.</u>	200	9
CC)R(` T	41	١ ٦	

PΑ	GE	
	_	
	- 2	

JOHN ABBOTT

304-558-2	2544	<u></u>
DIVISION	OF	CORR

DIVISION OF CORRECTIONS
617 LEON SULLIVAN WAY

CHARLESTON, WV

					₩/A/A/A/I	RLESTON, 5301		558-8045
DATE PRINT	2009		RMS OF SAL	E	SHIP VIA	F.O.	B	FREIGHTTERMS
LINE		04/28/: VTITY	2009 UOP	CAT. NO	BID ITEM NUMBER	OPENING T UNIT	IME 01 Price	3.0 PM AMOUNT
1 2 5 7 1 1 1 1 1	RIGHT TO THE TO THE THE TO THE	TO CANCE TO THE SPECIAL PRICE AS SECUENCE	CEL TIEVENI OF ANTICATION CLAUSI SPENDI OUT THEMS SI LIVERY JOING	HIS COOR II I INFI IONS COOR III ING UN IE FII PECIFI IN II BUT 1	TOR OF PURCHASIST ONTRACT IMMEDIATE THE COMMODITIES OF THE BID AND CONTROL OF PURCHASE OF PURCHASE OF A REQUISION ON THIS CONTRACTOR OF DURCHASE OF LIMITED TO DESIGN OF LIMITED	LY UPON AND/OR QO NOT C ONTRACT H CHASING ON THE OP ITION OR ACT FOR O UNFORE LAYS IN	WRITTEN SERVICES ONFORM EREIN. MAY EN COST SEEN TRANS-	
1 1	PPROXI THE STA THAT TH ORDERED	MATION ATE SPI IE CONT D FOR I	S ONI NDING RACT ELIVE	Y, BA UNIT SHALI RY DU	LISTED IN THE RISED ON ESTIMATE: COVER THE QUANTIFICATION THE QUANTIF	SUPPLIE OOD AND ITIES AC THE CON	D BY AGREED TUALLY	
V F V 4	RITTEN THE VEN THE ORI TENDOR TAILED	I STATI IDOR FO IGINAL AS AUT TO THE	CONT COPY HORIZ	RACT MODIT OF TH ATION HASIN	NDING UNIT(S) SIORDER (FORM NUMBERS COVERED BY TO SHALL BITTON FOR SHIPMENT, AND GUNIT.	ER WV-39 THIS CONT MAILED SECOND) TO RACT. TO THE COPY	
F C	OR BAN	KRUPTO	Y PRO	TECTI	NT THE VENDOR/COON, THIS CONTRACT	T IS AUT	-ITAMC	

FEIN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE



MODEMA

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

Request for Quotation

SHIP

COR61405

PAGE	
2	

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV 25301

304-558-8045

DATE PRINTED TERMS	OFSALE	SHIP VIA	FO.B	FREIGHT TERMS
BID OPENING DATE:				
BID OPENING DATE: 04/28/20	0.09	BID (DENING TIME 01	+30PM
LINE QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE THEOMO AND	COMPTENTON	1 COMPATABLE TATE	HITO COMBDACE	
1 1	1 1	CONTAINED IN TALL SUBSEQUENT		
1 1 1	4 6	PEAR ON ANY ATTA		
1 1 1	1 1	LISTS, ORDER FO		
		CE AGREEMENTS,		
ELECTRONIC MED	IUM SUCH A	AS CD-ROM.		
	_			-
REV. 04/11/200	1			
EXHIBIT 4				
LOCAL GOVERNME	NT BODIES:	UNLESS THE	ENDOR INDICATES	
		O EXTEND THE P		
1 1	1 1		CHOOL, MUNICIPAL	
			BID SHALL EXTEND	
		S OF THE STATE DOES NOT WISH		
		TIONS OF THE B		
		F THE STATE, TH		
1 1	1 (FUSAL IN HIS B		,
shall not prej	UDICE THE	AWARD OF THIS	CONTRACT IN ANY	
MANNER.				
10.0			•	
REV. 3/88				
PURCHASING CAR	D ACCEPTAN	CE: THE STATE	OF WEST VIRGINIA	
			RD PROGRAM WHICH	
IS ISSUED THRO				
			VISA PURCHASING	
	4 3	ORDERS PLACED	SY ANY STATE	
AGENCY AS A CO	NDITION OF	'AWARD.		
,	Thermone		•	
	NOTIC	E I		
The second secon				
A SIGNED BID M				
SIGNATURE	SEE HEVE	RSE SIDE FOR TERMS AND CON TELEPHONE	IDITIONS DATE	
TITLE FEIN				
TITLE	•		ADDRESS CHANGES	S TO BE NOTED ABOVE



VEZDOR

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

Req	u	es	t	f	O	ľ
Qu	O	tat	i	0	n	

HIC NUMBER	1000
GOD 63 40 F	
COR61405	

 PAGE	13.0
4	

OHN	ABBOTT	
	58-2544	

ADDRESS CORRESPONDENCE TO ATTENTION OF

RFÇ	COPY	
TYPE	NAME/ADDRESS	HERE

DIVISION OF CORRECTIONS SHIP 617 LEON SULLIVAN WAY ď

CHARLESTON, WV 25301 304-558-8045

DATE PHIN BID OPENING DATE:	2009		WIS OF SAL		SPIEM		15.00.00000		Cheigh I I Enwo
BID OPENING DATE:		4/28/2	2009 - I	CAT		BID-(Carrier Contract Cont	G-TIMEC)1 ₁ 30PM
LINE	QUAN	TITY	UOP	NO	ITEM NUI	/BER		UNIT PRICE	AMOUNT
	PU BU 20	RCHASI ILDIN 19 WAS	NG DI 15 HINGT	VISION ST	INISTRATION TREET, EAS				
5	THE ENV	ELOPE			THIS INFO			HE FACE OF D:	7
٤	SEALED	BID			= = =				
)	SUYER:				TOHN ABBO	PT			
I	FQ. NO	. :		(OR61405-				. •
F	BID OPE	NING I	ATE:	4	/28/2009-			and and and and and and and and	
F	BID OPE	NING T	CIME:		:30 PM				. –
					MBER IN (IG YOUR B)		IS NE	CESSARY	
	CONTACT	PERSO	N (PI	EASE	PRINT CLE	EARLY):			
				SEERE	I VERSE SIDE FOR T		VIDITIONS		
SIGNATURE						TELEPHONE		DAT	E
TITLE		FE	in .		· · · · ·			ADDRESS CHANG	ES TO BE NOTED ABOVE



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

Request for Quotation

COR61405

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAGE	
5	

JOHN ABBOTT

			304-558 -	-2544		
RFQ COPY TYPE NAME/ADDRESS	HERE		s DIVISION	N OF COR	RECTIONS	
00 00 00 00 00 00 00 00 00 00 00 00 00			617 LEON	N SULLIV	'AN WAY	
			CHARLES	CON, WV		
888	•		25301		304-558-80	45
DATE PRINTED TERMS (OF SALE	SHIP VIA	V	F.O.B,	FRE	IGHT TERMS
04/10/2009					- I rai rai maining (incidence constante constante constante constante constante constante constante constante	

BID OPENING DATE:	0.09	1/00/	2009					777				
LINE	QUANT		UOF		CAT NO:		ITEM N		7 "	NING TII UNIT PRI		130PM AMOUNT
					NO							AWCOM
*	****	THIS	IS	TH	IE ENI	OF	RFQ	COR614	05	*****	TOTAL:	
		•										-

***************************************				ĺ	-							-
***************************************												OCCUPATION AND ADDRESS OF THE PROPERTY OF THE
									· • •			
				ĺ	İ							
		Ì										
					İ							
Triance and the second												
					:							,
					ļ							
								i				
				l								
		İ										
:					Ī							
•												
		ļ						1				
		İ										
				095.00	See bev	FRSES	ne koo	TERMS AND CON	(B)D)C	N¢ : 12 : 12 : 12 : 12 : 12 : 12 : 12 : 1		
SIGNATURE				<u> </u>				TELEPHONE	الكالة الحاد	119	DATE	
TITLE		FE	IN					1	<u> </u>	ADDRES		TO BE NOTED ABOVE

WVDOC Specifications for Duty Belt Gear

Item Number	Description	Projected Quantity
1	Nylon Duty Belt: Safariland Model4307 or equal Ballistic Nylon 2.25 inch Laminated Duty Belt w/3X TM Locking Buckle And 2 Flex-Cuff channels. Sizes available: Must be available in a range of sizes to cover from a 20 inch to 62 inch waist Color: Black	250
2	Buckleless Police Pants Belt for wear under duty belt: Safariland Model 4325 or equal Nylok®Pro/Leather Laminated Reversible Police Pants, Full Length, Loop Lining, 1.50 inch. Color: Black	193
3	Nylon Double Magazine Pouch: Safariland Model 4110, or equal Nylok®Pro laminated molded construction Double Magazine Holder with two-way 2.25 inch belt loop for either vertical or horizontal use, adjustable tension screw. Must fit magazines for Glock Model 21SF .45 ACP pistol. Color: black with black snaps.	
4.	Nylon Single Magazine Pouch: Safariland Model 4100, or equal Nylok®Pro laminated molded construction Single Magazine Holder with two-way 2.25 inch belt loop for either vertical or horizontal use, adjustable tension screw. Must fit magazines for Glock Model 21SF .45 ACP pistol. Color: black with black snaps.	
5	Nylon Handcuff Pouch Single: Safariland Model 4258 or equal Nylok®Pro laminated molded construction handcuff pouch, single, flap top, for use with 2.25 inch duty belt to fit most chair handcuffs Color: Black with black snap	218 ned
6	Nylon Handcuff Pouch Double: Safariland Model 4260 or equal Nylok®Pro laminated molded construction handcuff pouch, douflap top, for use with 2.25 inch duty belt to hold two pairs of mochained handcuffs or one set of leg irons. Color: Black with black snap	ıble,
7	Nylon OC Spray Pouch: Safariland Model 4278 or equal Nyloko laminated molded construction OC spray pouch, flap top, for use 2.25 inch duty belt to fits most canisters up to 4.5 inches (11cm) Color: Black with black snap	e with
8	Nylon Baton Pouch: Safariland Model 4208 or equal Nylok®Prolaminated molded construction, to fit most 21" or 26" foam handled expandable batons for use with 2.25 inch duty belt Color: black	o 221

9	Nylon Deluxe Glove/Microshield Case: Safariland Model 4620 or equal Deluxe Glove/Microshield Case with two compartments to carry two pairs of latex gloves or one pair of gloves and one microshield, size 3" x 3" x 1.5" (8cm x 8 cm x 4cm) for use with 2.25 inch duty belt color: black with black snap	224
10	Double Magazine Holder, Concealment: Safariland Model 079 or equal double magazine Holder, low cut, flap-less design for easy magazine grasp, adjustable tension device, for use with belts up to 1.75 inches. Must fit magazines for Glock Model 21SF .45 ACP pistol. Color: Plain Black	26
11	Handcuff Case, Concealment: Safariland Model 590 or equal thermal formed laminate handcuff holder to hold handcuff firmly and quietly in place, paddle design with self-locking belt loop to fit up to a 1.75 inch belt color: Plain Black	42
12	Plainclothes belt, leather 1.50 inches: Safariland Model L830 or equal 1.50 inch leather plainclothes belt designed to support the weight of large handguns and their holsters, suede lined, color border stitched, chrome buckle (user removable). Must be available in a range of sizes to cover from a 24 inch to 44 inch waist (indicate if larger sizes are available and if so any added charge). Color: Plain Black (indicate if other colors are available and if so any added charge)	42

				Extended
item	Description	Total	Unit Price	Price
1	Nylon Duty Belt	250	\$	\$
2	Buckleless Pants Belt	193	\$	\$
3	Nylon Dbl Mag Pouch	366	\$	\$
4	Nylon Single Mag Pouch	1	\$	\$
5	Nylon Single Cuff Pouch	218	\$	\$
	Nylon Double Cuff			
6	Pouch	1	\$	\$
7	Nylon OC Spray Pouch	205	\$	\$
8	Nylon Baton Pouch	221	\$	\$
	Nylon Glove/Shield			
9	Pouch	224	\$	\$
	Dbl Mag Pouch			
10	Conceal	26	\$	\$
11	Cuff Case Conceal	42	\$	69
12	Plainclothes Belt	42	\$	\$
			SUBTOTAL	\$

WVDOC Specifications for holsters & Acessories

Item Number	Description	Projected Quantity
٠		
1	Blackhawk Level 3 Duty SERPA Auto Lock Holster, or equal; must fit Glock 21SF pistol with standard Glock Rail Color: Matte Black	350
2	Blackhawk CQC Level 2 SERPA Concealment Holster, or equal must fit Glock 21SF pistol with standard Glock Rail Color: Matte Black	l; 50
3	Blackhawk Level 2 Tactical SERPA Holster ("Y" leg Harness, or equal; configuration must fit Glock 21SF pistol wit standard Glock Rail Color: Matte Black	100 h
4	Blackhawk S.T.R.I.K.E./MOLLE speed clip CQC Platform, or equal; must work for mounting holsters on load bearing vests Color: Black Matte	50

				Extended
Item	Description	Total	Unit Price	Price
1	Auto lock holster	350	\$	\$
2	Concealment holster	50	\$	\$
3	Y leg harness	100	\$	\$
4	Speed clip	50	\$	\$
			SUBTOTAL	\$

GRAND	TOTAL	\$
	V	Ψ

Notes:

- 1. "Or Equal" substitutions: The vendor is responsible to submit one non-returnable sample item upon request for each and any item the vendor chooses to substitute an "equal" for the specified make and model so that an assessment can be made by the Director of Security or Designee that the substituted item meets specifications.
- 2. Above specified items are already standard issue items for WVDOC Correctional Officers, Parole Officers and Investigators.
- 3. The agency reserves the right to award this contract in whole or in part.

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,
	Ing 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.
requirer against or dedu	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Signed:
Date:	
	ny combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ	No.	COR61405	1	ሰ	
				u	

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:

Purchasing Affidavit (Revised 01/01/09)