



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 |
| DATA09 |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JO ANN ADKINS 304-558-8802 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

| | | | | |
|-------------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 12/02/2008 | | | | |

BID OPENING DATE: **01/13/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| REQUEST FOR QUOTATION | | | | | | |
| <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE DATA SERVICES IN THE MCDOWELL AND MERCER COUNTY AREAS OF WEST VIRGINIA. THIS INCLUDES CIRCUITS FOR THE DEPARTMENT OF EDUCATION K-12 COMMUNITY AND THE PUBLIC LIBRARY COMMISSION.</p> <p>***** INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, DECEMBER 15, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JO.A.ADKINS@WV.GOV</p> <p>***** ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. DATA09 SPECIFICATIONS AND COST SHEETS, DATED 12/01/2008, 12 PAGES. 2. VENDOR PREFERENCE CERTIFICATE, 1 PAGE. 3. PURCHASING AFFIDAVIT, 1 PAGE.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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



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VENDOR

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| 0001 | 1 | JB | | 205-39 | | |
| <p>PER ATTACHED PRICE QUOTES</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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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| | | | | ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR APPLICABLE COUNTY, PURSUANT 80 WEST VIRGINIA CODE 21-5A, ET,SEQ. ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: | | | |

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PROPERTY

SHIP TO

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|--|----------|-----|--------|-------------|------------|--------|
| <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>***** THIS IS THE END OF RFQ DATA09 ***** TOTAL: _____</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DATA09

SPECIFICATIONS and COST SHEETS

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting quotations from qualified Vendors to establish a statewide contract for the procurement of data services in the McDowell and Mercer county areas of West Virginia. The successful vendor will be required to replace the existing circuits (ATTACHMENT 1) and install any new circuits that may be requested. The State of West Virginia will not guarantee any minimum number of circuits to be installed under this contract.

CURRENT ENVIRONMENT

Currently, there are approximately 80+ circuits that will be covered by this RFQ (refer to Attachment 1.) All requests for service are submitted to the vendor from the WV Office of Technology (WVOT) via a Telecommunications Change Request (TCR) form hosted on the State of West Virginia's website (commonly referred to as the DATA05 portal). No service is to be installed by the vendor unless the request has been electronically approved and routed to the vendor via the DATA05 portal. The vendor updates the TCR request via the portal by providing, at a minimum, the vendor's work order number, the due date of installation, and the effective bill date.

REQUESTED SERVICES

The services to be provided shall be for speeds identified, but not limited to, those in the attached Price Quotes. These services will replace the services currently provided via the Data05B contract between the State of West Virginia and Frontier Communications and allow for installation of any new circuits that may be requested during the life of the new contract. The Price Quote B allows space for the responding vendors to include any circuit types that they may provide that are not specified on the Price Quotes. It is important to note that only those services identified on the Price Quotes can be provided by the successful vendor. It is anticipated that the contract that results from this RFQ will remain in effect for one (1) year, with an option to renew for two (2) additional one (1) year periods.

E-RATE SERVICES

The services requested on this RFQ must be provided by a telecommunications carrier - i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The school districts and libraries intend to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis.

COST QUOTES & WORKING ENVIRONMENT

All price quotes for each level of service shall be a **POSTALIZED RATE** within the Frontier Communications footprint and shall not include any mileage charges. Vendors shall quote one postalized rate for circuits that are used to connect to the State's backbone network and a second postalized rate for circuits used locally. The successful vendor shall be responsible for, and include as part of the postalized rate, any meet-point charges and any other monthly recurring charges that are

required for providing the requested service. Any unidentified charges will be the responsibility of the successful vendor to pay and shall not be passed on to the State.

In the geographic area served by Frontier Communications for the Mercer and McDowell counties there are three (3) services provided - Frame Relay, ATM, and DDS. All services provided to state agencies in this geographic area shall be provided to the switching center for Frontier located at their Bluefield, WV, Central Office. The CLLI codes are as follows:

| | |
|------------|-------------|
| ATM Switch | BLFDWVXABB1 |
| FR Switch | BLFDWVXABB5 |
| DDS Switch | BLFDWVXABB5 |

All Services shall be provided and priced to go from the State's user site to the above switches. The pricing shall be inclusive, including customer premise to Frontier switches.

All services shall be provided and priced to go from the State's user site to the above meet points. Vendors shall provide monthly postalized price quotes via the attached Price Quote Sheets. Both Price Quote Sheets must be completely filled out and submitted with the vendor's response in order for their response to be considered for evaluation. In addition, in order to be considered for award, vendors shall include costs for all requested circuit types listed on the cost sheet. A vendor's failure to provide a circuit or pricing will result in that vendor not being considered for award. Vendors may add any circuit type not listed on the cost sheet but these costs will not be used in the Cost Evaluation. NOTE: Any additional circuit added by the vendor shall only be considered if all of the pricing information is provided.

INSTALLATION TIMEFRAMES

Existing Circuits:

The successful vendor is to have all circuits converted to the new contract within one hundred twenty (120) calendar days (not business days) of receipt of Purchase Order. If the successful vendor's pricing is less than the existing circuit price, then for any circuit not converted within one hundred twenty (120) calendar days (not business days), the successful vendor shall credit the user for the difference for each month the new circuit is delayed, including the meet-point charges, if applicable.

New Circuits:

All newly requested circuits shall be installed within thirty (30) calendar days of the vendor's receipt of the TCR from THE WVOT. Requests for new service where there are no facilities available shall be installed within sixty (60) days of the vendor's receipt of the TCR from THE WVOT. It is the responsibility of the vendor to notify THE WVOT of the lack of facilities or any other problems associated with the installation of the circuit within five (5) business days of the vendor's receipt of the TCR. If there are extenuating circumstances that are beyond the control of the vendor, such as Force Majeure or an Act of God, that prohibit the vendor from meeting the required installation dates, the vendor must notify THE WVOT in writing within five (5) business days of the receipt of the TCR. The State will agree to a reasonable extension that shall not extend past sixty (60) calendar days except in the case of a disaster or similar catastrophe. The State will receive one (1) month of service at no charge for every seven (7) calendar days that the installation of a requested circuit is delayed.

ACCOUNT MANAGEMENT

At a minimum, the successful bidder to this Quote will provide account management support to the State of West Virginia and participating entities at levels described herein. The successful vendor shall provide appropriate personnel to provide overall account management and to work in tandem with dedicated State staff at the WVOT and agency personnel with telecommunications responsibility. The Account Manager(s) will meet with THE WVOT staff on a regular basis to discuss contractual matters, technology planning, billing issues and other administrative matters. The timing and location of these meetings shall be determined by THE WVOT after the contract is awarded.

This account management function shall include a single point of contact (SPOC) for all problem resolutions, billing issues, installation activity and maintenance. The single point of contact shall be available to state staff via toll free calling in geographic West Virginia. Escalation procedures for account management personnel shall be provided in response to this RFQ. This shall include, but not be limited to, the escalation as a result of an outage, installation and/or billing matters. Escalation schedules should contain names, titles and telephone numbers of account management escalation personnel.

SERVICE OUTAGES

The successful vendor shall be responsible for on-going maintenance of all circuits. The successful vendor shall specify a toll-free phone number and other appropriate contact information where problems or outages are to be reported. Upon such a report, the vendor shall note the time of the report, assign a reference number for the report, and provide this information to the caller.

The vendor must describe, in detail, their level of service guarantee and remedies for outages. The vendor's response must meet or exceed the minimum expectations required by the State of West Virginia's Public Service Commission (PSC). If a vendor fails to describe their service level or does not meet the PSC requirements, they will be removed from further consideration.

SERVICE ORDERS

All requests for service under this contract will be submitted to the successful vendor by the WVOT via a TCR, as described in the CURRENT ENVIRONMENT section of this RFQ. No service shall be installed by the successful vendor for any State of West Virginia entity without a TCR that has been approved by the WVOT. The vendor's failure to conform to this requirement could result in non-payment of services. TCR's will not be submitted by the State for the conversion of existing service. They will only be submitted when requesting new service.

BILLINGS

All billings for services installed under this contract shall be accurate and delivered in a timely manner. In addition, the vendor shall be required to provide a quarterly Accounts Receivable report to the State's Billing Coordinator.

Additionally, if requested by the State, the vendor must be able to bill each agency directly. Any additional cost associated with this billing method must be indicated on the Cost Sheets. If costs are not identified, it will be understood that the State's chosen method of billing will be at no additional cost to the State.

If the WVOT elects to exercise the direct billing option, a copy of each of these bills (electronic or paper, as determined by the WVOT) may be requested by the WVOT and shall be sent to:

(Vendor's Name) Billing Coordinator
WVOT-Telecomm
One Davis Square
PO Box 50110
Charleston, WV 25305

SECTION VI - COST EVALUATION

For each vendor submitting a response to the RFQ, the following cost methodology will be used to determine the vendor with the lowest bid.

1. The State intends to award the contract to the vendor with the lowest grand total costs.
2. The Evaluation Methodology will be based on the costs submitted by the vendor for Price Quote A, B and Miscellaneous Charges. Vendor's proposal with the lowest grand total costs will be recommended for award.
3. The quantities listed on the price quotes are for evaluation purposes only and do not reflect actual quantities.

FOR EVALUATION PURPOSES ONLY

| | |
|------------------------------|-----------------|
| Total Cost of Price Quote A: | \$ _____ |
| Total Cost of Price Quote B: | \$ _____ |
| Total Cost of Misc. Charges: | \$ _____ |
| TOTAL: | \$ _____ |

**MANDATORY PRICE QUOTE A FOR EXISTING CIRCUITS -
MONTHLY COSTS WITH INSTALL COSTS INCLUDED***

| Circuit type | Estimated Qty. | Monthly Circuit Cost with INSTALL Costs INCLUDED |
|------------------------|----------------|--|
| | (a) | (b) |
| 2.4 DDS MP | 60 | |
| 9.6 DDS MP | 2 | |
| 19.2 DDS MP | 2 | |
| 19.2 DDS PP | 2 | |
| 56Kb DDS MP | 2 | |
| 56Kb DDS PP | 2 | |
| 56Kb FR | 15 | |
| 1.54Mb DDS MP | 10 | |
| 1.54Mb DDS PP | 10 | |
| 1.54Mb FR (128CIR) | 15 | |
| each 128KCIR increment | 1 | |
| 1.54Mb ATM (DS1) | 3 | |
| 1.54Mb FR PP | 1 | |
| 1.54Mb ATM PP | 1 | |
| 45Mb FR - Copper | 3 | |
| Bonded Frame Relay | 5 | |
| ISDN BRI ¹ | 3 | |
| ISDN PRI ² | 3 | |
| QUOTE A TOTAL | | |
| MP = Multi Point | | PP = Point to Point |

¹ Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

² Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

MANDATORY PRICE QUOTE B - NEW CIRCUITS*

| CIRCUIT TYPE | Estimated Qty. | MONTHLY CIRCUIT COST | | TOTAL COST (C) = A* (B1*12+B2) |
|----------------------------|----------------|--------------------------------------|-----------------------|--|
| | | (B1) Circuit Costs | (B2) Install Costs | |
| | (a) | | | |
| 2.4 DDS MP | 5 | | | |
| 9.6 DDS MP | 1 | | | |
| 19.2 DDS MP | 1 | | | |
| 19.2 DDS PP | 1 | | | |
| 56Kb DDS MP | 1 | | | |
| 56Kb DDS PP | 1 | | | |
| 56Kb FR | 1 | | | |
| 1.54Mb DDS MP | 1 | | | |
| 1.54Mb DDS PP | 1 | | | |
| 1.54Mb FR (128CIR) | 1 | | | |
| each 128KCIR increment | 1 | | | |
| 1.54Mb ATM (DS1) | 1 | | | |
| 1.54Mb FR PP | 1 | | | |
| 1.54Mb ATM PP | 1 | | | |
| 45Mb FR - Copper | 1 | | | |
| **45Mb ATM – Fiber | 1 | | N/A** | |
| **155Mb ATM - Fiber | 1 | | N/A** | |
| Bonded Frame Relay | 5 | | | |
| ISDN BRI ³ | 1 | | | |
| ISDN PRI ⁴ | 1 | | | |
| NEW CIRCUIT TOTAL | | | | |
| MP = Multi Point | | PP = Point to Point | | |
| NEW CIRCUIT TYPES | | (Cost not used in evaluation) | | |
| Circuit Type | | Circuit Costs | Install Costs | |
| Ethernet – 10 Meg | | | | |
| Ethernet – 100 Meg | | | | |
| Ethernet – 1 Gig | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Vendors are required to supply the information requested on this price quote and submit with the response.

³ Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.
⁴ Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

MANDATORY PRICE QUOTE FOR MISCELLANEOUS CHARGES*

To meet the requirements of this RFQ, the vendor shall identify any additional costs. If charges are not identified, it is the Vendor's intent to provide these services at no additional charge to the State.

| Service | Billing Rate (a) | Billing Unit (i.e. per acc't, media, etc.) (b) | Estimated Quantity (c) | Cost d = (a * c) |
|--|---------------------|--|---------------------------|---------------------|
| Electronic Media – Monthly | | | 1 cartridge tape | |
| Processing TCR's/Work Orders | | | 10/month | |
| BRI usage per minute ⁵ | | | 100 min./month | |
| PRI usage per minute ⁶ | | | 100 min./month | |
| Mapping Charge (Section III.A.4 and B.3) | | | 5 occurrences/month | |
| Other Charges (Please describe): | | | | |
| | | | | |
| | | | | |
| | | | | |
| MISCELLANEOUS COST TOTAL | | | | |
| | | | | |
| | | | | |
| | | | | |
| NOTE: The above quantities are for evaluation purposes only and do not reflect actual quantities. | | | | |
| *Vendors are required to supply the information requested on this price quote and submit with the response | | | | |

⁵This price is to reflect the usage pricing OUTSIDE of the geographical area. The Monthly Cost quoted on Price Quote A and/or B is to include unlimited usage within the same geographical area.

⁶This price is to reflect the usage pricing OUTSIDE of the geographical area. The Monthly Cost quoted on Price Quote A and/or B is to include unlimited usage within the same geographical area.

ATTACHMENT 1 CURRENT CIRCUIT LISTING

| CIRCUIT # | CIRCUIT EXTENSION | ADDRESSES | CITY |
|--------------|-------------------|---|-----------|
| G5HCGS219462 | CZUC | 90 WYOMING ST, WELCH, | Welch |
| G5HFGA076563 | CZUC | PO BOX 1000-D126, Concord College Computer Center | Athens |
| G5YBGA036002 | | 5 Mercer Plaza, Mercer Plaza, Bluefield | Bluefield |
| G5XHGS194382 | | 100 ROGERS STREET, MERCER COUNTY MAGISTRATE | Bluefield |
| G5XAGS200010 | GTES | 300 Bland Street, Rt 460 ByPass | Bluefield |
| G5XAFS200057 | GTES | 3224 E Cumberland Rd, B&T Quick Mart | Bluefield |
| G5XAFS200055 | GTES | 3108 Cumberland Rd, Blue Flash Food Mart | Bluefield |
| G5XAFS200023 | GTES | 1716 Princeton Ave, Cargo Oil # 2 | Bluefield |
| G5XAFS014707 | GTSE | Rt 52 N, Dor- Dig Corp Texaco | Bluefield |
| G5XAFS014675 | GTSE | 315 Bluefield Ave, Grants Supermarket | Bluefield |
| G5XAFS014674 | GTSE | Rt 52 Bluefield Shop Center, Kroger 176 | Bluefield |
| G5XAFS014673 | GTSE | 3224 E Cumberland Rd, Mountaineer Bowling | Bluefield |
| G5XAFS014672 | GTSE | 1319 Bland St, Hot Stop | Bluefield |
| G5XAFS014670 | GTSE | 3189 E Cumberland Rd, One Stop Beverage | Bluefield |
| G5XAFS014666 | GTSE | 419 Federal St, Manor Market | Bluefield |
| G5XAFS014658 | GTSE | Rt 460 Green Valley, K O Convenience Center | Bluefield |
| G5XAFS014652 | GTSE | US 19 & 460, Kayo-Jet Store 48007 | Bluefield |
| G5XAFL299724 | CZUC | 3022 B Cumberland Rd, #145431 Patty's | Bluefield |
| G5XAFL299715 | CZUC | 307454, #145431 Patty's | Bluefield |
| G5XAFL265004 | | Rt 2, S&S Express #5 | Bluefield |
| G5HFGL233704 | CW | 229 Rock Street | Bluefield |
| G5XAFS200002 | GTES | Rt 52, Citgo Oil | Bluewell |
| G5XAFS014654 | GTSE | Rt 52, S & S Express | Bluewell |
| G5XAFS014646 | GTSE | US Rte 52, S & S Express | Bluewell |

| | | | |
|--------------|------|--|-----------|
| G5XAGS365101 | CZUC | 408 Simmons Ave. Riverside Pop Shop | Bramwell |
| G5XAFS014635 | GTSE | Rte.102 Nemours, Nemours Grocery | Bramwell |
| G5XAFS200061 | GTES | Rt. 103, A + B Enterprises | Gary |
| G5XAFS208103 | | Rt 10, C&J Enterprise | Kegley |
| G5XAGS183843 | | 55 Main Street, Ellers Quick Stop | Keystone |
| G5XAFS014639 | GTSE | Main Street, Gianto's | Kimball |
| G5XAFS014650 | GTSE | Rt 10 Lashment, L&M Market | Matoaka |
| G5XAFS200024 | GTES | Rt # 52 N, Cargo Oil # 1 | Powhata |
| G5YBGA263664 | | 195 Davis Street, Princeton | Princeton |
| G5YBGA248325 | | 92 McDowell Street, Welch | Princeton |
| G5YBGA239886 | CZUC | 1450 Main Street, Princeton Parole Offices | Princeton |
| G5YBFQ290785 | | 843 Shelter Road, Sam Purdue Juvenile Center | Princeton |
| G5XHFS200212 | GTES | Rt 20, Mercer Co, Disconnecting 827 | Princeton |
| G5XHFS200211 | GTES | Ambrose Lane, I-77 Lab | Princeton |
| G5XAGS342764 | GTES | 1021 Stafford Drive, Liquors & More #2 | Princeton |
| G5XAGS204342 | | 228 1, Rt. 20 Kwik Stop | Princeton |
| G5XAGS200042 | | 1000 Oakvale Road | Princeton |
| G5XAGL332384 | CZUC | 1314 E Main Street, Grants Supermarket | Princeton |
| G5XAGL221662 | CZUC | 1281 Stafford Dr, Smoker Friendly #12 | Princeton |
| G5XAGL012361 | CZUC | Rt 20 Athens Road, Buckners Trading Post | Princeton |
| G5XAFS353307 | CZUC | 306 S Walker Street, Joy Food Store #825 | Princeton |
| G5XAFS200054 | GTES | Rogers St., Short Stop # 6 | Princeton |
| G5XAFS200053 | GTES | Low Gap Road, Village Store | Princeton |
| G5XAFS200048 | GTES | 1020 Stafford Drive, | Princeton |
| G5XAFS200031 | GTES | 1000 Oakvale Road, Little General Store | Princeton |
| G5XAFS200022 | GTES | Rt 20 South, Fast Stop # 2 | Princeton |
| G5XAFS200000 | GTES | 710 Stafford Dr, S&S Express | Princeton |
| G5XAFS085542 | CZUC | 605 Rogers St, Fat Daddy's | Princeton |
| G5XAFS014704 | GTSE | 750 Old Oakvale Dr, Exxon #286062 | Princeton |
| G5XAFS014663 | GTSE | 191 Ambrose Lane, S & S Mart | Princeton |
| G5XAFS014662 | GTSE | RT 19 Kegley, Jay's Grocery | Princeton |

| | | | |
|--------------|------|--|-----------|
| G5XAFS014661 | GTSE | Athens Road, Blue Flash Oil | Princeton |
| G5XAFS014660 | GTSE | Ingleside Rd, The Colony Center | Princeton |
| G5XAFS014657 | GTSE | Rt 20 New Hope Road, Blue Flash Oil | Princeton |
| G5XAFS014655 | GTSE | Rt 20 & 71, Sutphing Gulf | Princeton |
| G5XAFS014651 | GTSE | Athens Rd Rt 20 Box 123, Little General Store | Princeton |
| G5XAFS014649 | GTSE | 1223 Stafford Dr, Kroger 316 | Princeton |
| G5XAFS014645 | GTSE | 704 Thorn St, East End Food Mart | Princeton |
| G5XAFS014645 | CZUC | 4037 Beckley Road, #145454 Prima 7-11 #5518 | Princeton |
| G5XAFS014645 | CZUC | 605 Roger St, Blue Spot & Fuel | Princeton |
| G5XAFS014645 | CZUC | 236 Meadowlane, Blue Flash 6 | Princeton |
| G5HCGS220922 | CZUC | 1500 Main Street, Mercer County Courthouse | Princeton |
| G5HCGS220922 | CZUC | 1500 Main Street, Mercer County Courthouse | Princeton |
| G5HCGS031501 | CZUC | 200 Davis Street, 200 Davis Street | Princeton |
| G5HCGJ169082 | CZUC | Princeton Library | Princeton |
| G5HCF200306 | GTES | 120 Scott St., Dist. 10 Princeton | Princeton |
| G4XAGL002859 | CZUC | Rogers Street, Pilot Food Mart # 19 | Princeton |
| G5YBGA190223 | CZUC | War Public Library | War |
| G5XAFS014644 | GTSE | US Rte 52, C & V Exxon Amoco | War |
| G5XAFS014640 | GTSE | Rt 12 Squire, Pop Shop Squire | War |
| G5XAFS014640 | CZUC | 11386 Main St., RASK'S | War |
| G5YBGA364809 | | Welch Comm Hospital, 454 McDowell Street | Welch |
| G5YBGA364802 | | Welch Comm Hospital, 454 McDowell Street | Welch |
| G5YBGA284724 | | 10 Park Drive, Welch | Welch |
| G5YBGA248245 | | 92 McDowell Street, | Welch |
| G5YBGA241184 | CZUC | McDowell Correctional Complex, McDowell Correctional Complex | Welch |
| G5YBGA175725 | CZUC | Welch Elementary | Welch |
| G5YBGA035962 | CZUC | 20 McDowell Street, Welch | Welch |
| G5YBFA304404 | CZUC | 110 Park Ave., Rm 111, 110 Park Ave., Rm 111 | Welch |
| G5YBFA325365 | CZUC | 891Stewart St, WV Miners Health Safety | Welch |
| G5XHFS200214 | GTES | Rt 103 Box 727, Welch, WV, Disconnecting 826 | Welch |

| | | | |
|--------------|------|--|-----------|
| G5XAGL171946 | CZUC | Main Street, Hillbilly Markt #6 | Welch |
| G5XAGL166602 | | 788 Stewart Station, Sterling Drive Inn | Welch |
| G5XAFS014636 | GTSE | Rte 52 South, H&C Bantam Markets | Welch |
| G5HCGS219488 | | Welch Comm Hospital, 454 McDowell Street | Welch |
| G5HCGS200293 | | 331 Court St, WV Div of Enviro Prot | Welch |
| G5HCGJ168884 | CZUC | McDowell Co. Public Library/Welch | Welch |
| G5HCFS200251 | GTES | 840 Virginia Ave, Welch, WV | Welch |
| G5HCFL230844 | CZUC | Welch Comm Hospital, 454 McDowell Street | Welch |
| G5YBGA248346 | CZUC | Mount View High | Welch |
| G5YBGA248344 | CZUC | Big Creek High School | War |
| G5YBGA186346 | CZUC | Fall River Elementary | Big Sandy |
| G5YBGA186344 | CZUC | Big Creek High School | War |
| G5YBGA175724 | CZUC | Kimball Elementary | Kimball |
| G5YBGA175723 | CZUC | Anawalt Elementary | Anawalt |
| G5YBGA155039 | CZUC | McDowell Co. BOE - 30 Central Avenue | Welch |
| G5YBGA151197 | CZUC | Mount View High | Welch |
| G5YBGA085386 | CZUC | McDowell Voc. Tech. Ctr | Welch |
| G5XHFS200168 | GTES | Phoenix Center | Welch |
| G5XHFS200108 | GTES | Northfork Pub. Lib. | Northfork |
| G5XEFA200007 | | Mercer Physical Plant | |
| G5HCGS366003 | CZUC | Southside K-8 | War |
| G5HCGS366000 | CZUC | Southside K-8 | War |
| G5YBGA19022 | | Craft Memorial Public Library | Bluefield |

Vendor Contact Information

Company Name _____

Contact Person: _____

Signature: _____
(Print Name)

Phone: _____

Date _____

Fax: _____

Email: _____

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.

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____