



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  
 DEP14309

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 CHUCK BOWMAN  
 304-558-2157

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF MINING & RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2009				

BID OPENING DATE: 04/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-48-00-081		
<p>CLAIMS ADJUSTER SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF EXPLOSIVES AND BLASTING, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE, ADMINISTER, AND MANAGE A CLAIMS ADJUSTER SERVICE PROGRAM FOR BLASTING CLAIMS IN RELATION TO ALLEGED DAMAGE TO TO PROPERTY FROM SURFACE MINE BLASTING ACTIVITIES, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS &amp; CONDITIONS.</p> <p>THE AWARD WILL BE BASED ON THE LOWEST DOLLAR TOTAL FOR THE COMBINED HOURLY RATE OF THE CLAIMS ADMINISTRATOR &amp; THE ADJUSTER AS DESCRIBED HEREIN. PLEASE COMPLETE THE ATTACHED BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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, 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."

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**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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 Department of Administration  
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<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

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RFQ. NO.:				DEP14309		
BID OPENING DATE:				04/21/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
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***** THIS IS THE END OF RFQ DEP14309 ***** TOTAL:						_____

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## **Request for Quotation**

**For DEP14309**

**Claims Administrator**

### **BACKGROUND**

The West Virginia Department of Environmental Protection is releasing this request for quotation (RFQ) for a Claims Administrator to oversee claims resolution in relation to alleged damage to property from surface coal mine blasting activities.

The Office of Explosives and Blasting (OEB) is charged by legislative rule Title 199, Series 1, to establish a claims and arbitration process that provides property owners with reduced cost resolution to alleged blast-related damage.

The statutory authority of the Office of Explosives and Blasting does not make reference to an "initial determination" by the Office, which can be taken to binding arbitration, West Virginia Code 22-3A-5(d). However, section 5.3 of the regulations approved by the West Virginia Legislature specifically outlines the claims process and provides that the Claims Administrator will make the determination on the merit of the claim and value of any loss. The Office of Explosives and Blasting plays no role in the determination of the Claims Administrator. The decision of the Claims Administrator may be taken to binding arbitration.

Although the Claims Administrator shall conduct an independent determination of the merit of damage, DEP will make the final determination on the merit of the claim.

### **CLAIMS ADMINISTRATOR INFORMATION (Successful Bidder)**

The Claims Administrator is solely responsible for all work performed under this contract and shall assume prime contractor responsibility for all services offered under the terms of this contract. The agency will consider the Claims Administrator to be the sole point of contact with regard to all contractual matters. The Claims Administrator may enter into written subcontracts for performance of work under this contract. However, the Claims Administrator is totally responsible for payment of all subcontractors. All invoices for payment must be submitted in the name of the Claims Administrator.

The Claims Administrator shall be responsible for insuring their staff, and all contractual work conducted shall use proven scientifically accepted industry guidelines to evaluate blasting damage claims. All findings must be based on the following conditions:

- Sound, scientific principals established by proven leaders in their field and peer-reviewed by others.

- Research published in scientific journals, text books, or in proceedings.
- Evidence, testing, or observations that is reproducible and can be defended by any other expert.

All information collected during the initial investigation by OEB will be made available to the Claims Administrator upon notification of a claim.

All materials and information collected, compiled, and used for claims processing by the Claims Administrator will be considered the property of the State of West Virginia, Department of Environmental Protection, Office of Explosives and Blasting and must be made available and /or returned to the State upon request at no cost to the agency. All records are considered confidential.

The Claims Administrator will be the approving authority of a claim, and will be required to comply with conflict of interest requirements.

### **Conflict Of Interest**

The Vendor shall covenant that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any matter or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the Contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to Office of Explosives and Blasting.

As examples, the Claims Administrator shall not be engaged, either presently or in the past, in preparation and submittal of pre-blast surveys, or other investigations dealing with either party in the claim, nor have vested interest in coal mining activities. The Claims Administrator shall not be engaged, either presently or in the past, in contractual interests in construction industry dealing with either party of the claim.

### **DUTIES AND RESPONSIBILITIES**

The Claims Administrator shall have the following duties and responsibilities:

1. Assess if damage is related to blasting or the result of non-blasting causes.
2. If damage is related to blasting, retain an independent Adjuster to place a value on the loss.
3. For each damage claim, the Administrator shall comply with:

- WV Code, Section 22-3A-5

- Title 199, Series1, Section 5 of the West Virginia legislative rule as amended by the West Virginia Legislature an April 14, 2001.
4. Use reasonable care to evaluate blast damage claims based on acceptable industry practices.
  5. Complete a final claim report that indicates if the alleged damage is blasting related and the basis for those findings. For blast-related damage, provide repair or replacement cost for the damage.
  6. Provide three (3) copies of the final claim report to OEB within thirty (30) days of claims administrator's receipt of claim (requests for extension(s) must be made in writing (e-mail) no later than twenty (20) days after claims administrator's receipt of claim).
  7. Enter claims information and milestones on electronic forms, and transmit the information via internet into an electronic claims management system developed by the OEB in conjunction with DEP's Information Technology Office.
  8. Eliminate any duplication of costs associated with investigation of multiple damage claims in the same geographical area.
  9. Provide monthly itemized invoice to the OEB.



## QUALIFICATIONS

1. The Claims Administrator must have a minimum of five (5) years experience in blast-related structure damage claims management and must provide resume's for verification of qualifications at the time of bid .
2. The Claims Administrator is responsible for selecting and assigning a licensed Adjuster, whose qualifications include a minimum of five (5) years experience in adjusting structural and cosmetic damage to real estate property.
3. The Claims Administrator and the Claims Adjuster will possess a thorough knowledge or studies and research of blasting damage to structures as published in peer-reviewed literature that presents state-of-the art on the subject. A list of publications with which the Administrator must be familiar is given in Addendum A.
4. The Claims Administrator shall have a working knowledge of construction practices and building codes sufficient to distinguish alleged blast damage from other, non-blasting causes of cracking and other naturally-occurring defects in structures.
5. Demonstrate the ability to meet all qualifications and supply all necessary requirements to administer a claims resolution process, in the bid package.

## ADDENDUM A

Siskind, D.E., Stagg, M.S., Kopp, J.W., and Dowding, C.H., 1980, "Structure Response and Damage Produced by Ground Vibrations from Surface Blasting" U.S. Bureau of Mines, Report of Investigation 8507

Siskind, D.E., Stachura, V.J., Stagg, M.S., and Kopp, J.W., 1980, "Structure Response and Damage Produced by Airblast from Surface Blasting" U.S. Bureau of Mines, Report of Investigations 8485

Stagg, M.S., Siskind, D.E., Stevens, M.G., and Dowding, C.H., 1984, "Effects of Repeated Blasting on a Wood-Frame House", U.S. Bureau of Mines, Report of Investigations 8896

Siskind, D.E., 2000, *Vibrations from Blasting*, International Society of Explosives Engineers, Cleveland, OH

Dowding, C.H., 1985, *Blasting Vibration Monitoring and Control*, Prentice-Hall

Oriard, L.L., 1999, *The Effects of Vibrations and Environmental Forces, A guide for the Investigations of Structures*, International Society of Explosives Engineers

Oriard, L.L., 2002, *Explosives Engineering, Construction Vibrations and Geotechnology*, International Society of Explosives Engineers, Cleveland, OH

American Insurance Association, 1990, *Blasting Damage and other Structural Cracking, A Guide for Adjusters and Engineers*, Property Claims Services, and Engineering and Safety Service of American Insurance Services Group, New York

*The Blaster's Handbook*, 1998, International Society of Explosives Engineers, Cleveland, OH

**Bid Schedule  
DEP14309**

**010**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1.0	100	Claims Administrator	hour		\$
2.0	450	Claims Adjuster	hour		\$
		<b>Total bid for Administrator/Adjuster</b>			\$

Quantities listed above are for bid evaluation purposes only.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

011

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

012

## 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: \_\_\_\_\_