



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  
**DPS0926**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/21/2009				

BID OPENING DATE: **02/04/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		490-55		
<p><b>MASS SPECTROMETERS (LABORATORY)</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A LIQUID CHROMATOGRAPHY TANDEM QUADRUPOLE MASS SPECTROMETER SYSTEM AT THE WV STATE POLICE FORENSIC LAB, SOUTH CHARLESTON, WV, PER THE SPECIFICATIONS.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p><b>SEALED BID</b></p> <p>BUYER: <b>JOHN ABBOTT</b></p> <p>RFQ. NO.: <b>DPS0926</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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."

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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



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

# Request for Quotation

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SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/21/2009				

BID OPENING DATE: **02/04/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 2/4/2009----- 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):  -----   ***** THIS IS THE END OF RFQ DPS0926 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

**The West Virginia State Police is soliciting bids for a Liquid Chromatography tandem quadrupole mass spectrometer system for the Toxicology Section of the Forensic Laboratory.**

**All bids must include the following specifications.**

- **Furnish and install all components of liquid chromatograph mass spectrometer**
- **Furnish and install corresponding data handling system including computer, cables, connections, software, operating software, hardware, and all components to make it fully operational**
- **All Freight costs**

## System Specifications and Requirements

### *Solvent Delivery System Requirements:*

1. **Flow Rate:** 0.010-2.0 ml/min, in 0.001 ml increments.
2. **Pressure Stability:**  $\leq 0.5\%$  of system backpressure or 50 p.s.i at 10,000 p.s.i.
3. **Gradient Profiles:** Even pre-configured gradient profile shapes (linear, 2 step, 4 convex, 4 concave)
4. **Delay Volume:**  $\geq 120 \mu\text{L}$ , independent of system pressure (with standard mixer 50  $\mu\text{L}$ )
5. **Solvent Selection:** Binary solvent delivery system, allowing the user to choose between two mobile phase for each of the two solvent channels for a total of four solvent choices.
6. **Compressibility Compensation:** Automatic and continuous compressibility compensation, requiring no user intervention.
7. **Degassing System:** Built in high efficiency, low volume, 6 chamber vacuum degassing system with a separate channel for each mobile phase solvent and 2 channels for Sample Manager wash solvents.
8. **Flow Precision:**  $\leq 0.075\%$  RSD or  $\pm 0.02$  min SD, based on retention time with flow accuracy of  $\pm 1\%$ .
9. **Compositional accuracy:**  $< 0.5\%$  and compositional precision is  $< 0.15\%$  RSD or  $\pm 0.04$  min SD. The solvent delivery system must include an automated software assisted purge function for ease of solvent changing and system purging/priming
10. **UPLC Pressure Requirement:** The solvent delivery system must be able to operate at pressures up to 15000 psi up to 1 ml/min, 9000 psi up to 2 ml/min as required for UPLC analysis.
11. **Seal Wash:** Integral, active and programmable plunger seal wash system.
12. **Flow Characteristics:** The Solvent Delivery System must be able to run, at flow rates above 0.5 ml/min, newer, smaller particle size columns, such as those with sub-2.0 $\mu\text{m}$  diameter particles. The system must not require any hardware modifications to be able to run these columns. The system must be also able to run HPLC columns with particle sizes of 3.0, 3.5, 5.0, 7.0  $\mu\text{m}$  without any modifications to the system hardware.
13. **Inlet Valves:** The Solvent Delivery System must be equipped with controlled Intake Valves to deliver faster system priming and startup times. More robust operation and highly repeatable system performance are achieved even with difficult-to-pump solvents because disturbances to solvent flow in inlet lines are minimized. The valves actuation is precisely controllable, and the algorithms responsible for its operation respond instantly to the fast, pressure-sensing capability of the Solvent Delivery System.

### *Sample Management System Requirements:*

1. **Sample Configurations:** The Sample Management System must be able to accommodate the following sample configurations without the use of an external sample handling device:

- 2 x 96 well plates
- 2 x 384 well plates
- 2 racks of 2 ml vials (48 vials/rack)
- 2 racks of 4 ml vials (24 vials/rack)
- 2 racks of 0.65ml microcentrifuge tubes (48 tubes/rack)
- 2 racks of 1.5 microcentrifuge tubes (24/rack)

2. **Injections:** 1 to 99 injections per sample, dependant on sample volume available and injection volume.
3. **Injection Modes:** The Sample Manager must support up to THREE injection modes : full loop, partial loop and partial loop using needle overfill (PLNO)
4. **Injection Volume:** Injection volume range of 0.5 – 50 ul in 0.1ul increments, partial or full loop mode.
5. **Sample Size:** Minimum sample required is 5ul, using 2ml Maximum Recovery Vials.
6. **Needle Wash:** Needle wash system must wash with up to two solvents to minimize carryover.
7. **Wash Solvent:** Fresh solvent for the needle wash with each injection to prevent possibility of carryover.
8. **Random Access:** Random access to any vial for multi-method operation.
9. **Injection Precision:** Sample delivery precision of 0.3% RSD, with a full injector loop, 5-50 ul.
10. **Injection Linearity:** >0.999 coefficient of deviation from 2-10 ul.
11. **Carryover:** Better than 0.005% or 2.0 nL of the compound assayed, whichever is greater.
12. **Sample Temperature:** Sample compartment controlled from 4 to 40 °C, programmable in 1 °C increments.
13. **Parallel Injection Capability:** The Sample manager must be able to load the injector loop before completion of the last injection.
14. **Injection Loop Isolation:** The injector loop must be removed from the system flow path during injection to minimize carryover and to decrease injection cycle time.

### ***Column Heater Compartment Requirements:***

1. **Column Temperature Range:** 5 deg C above ambient to 90 deg C.

### ***Other System Requirements:***

1. **Remote Control:** The system must not have a keypad, all instrument control functions are available through MassLynx or Empower build 1154/2154 software, through third part Control Software and through the Standalone Console software application, or equivalent.
2. **System Volume:** Total effective system volume less than 120µL, independent of system pressure. This includes a 10 µL injector loop.
3. **Diagnostics:** The System must have diagnostic capabilities: ability to store up to 16 diagnostic data channels, for a total of 96 hours, including piston pressures, system pressure, sample manager pressures, temperature, including ambient, lamp hours,

lamp ignitions. The diagnostic data must be collected when the instrument is powered up, regardless of the number of runs or run time set.

4. **Diagnostic reporting:** The system must create a standard format .pdf file listing all the diagnostic parameters, including firmware version, usage, such as solvent pumped and number of injections as well as maximum system pressure, error, diagnostic user and informational messages will be documented.
5. **Maintenance Information:** The system must provide full maintenance information such as counters for total lamp hour usage, number of ignitions, solvent usage, number of injections etc.
6. **Export of Diagnostic Data:** The system must export diagnostic data, uni-directionally across the internet if enabled by the Connections INSIGHT Agent installed on the same PC that runs Third Party, Console Software, Empower or MassLynx software that controls the system. If a significant event condition is encountered, system performance parameters are passed to a Server via a secure Internet connection. Information is analyzed where an alert can be generated.
7. **Graphical Diagnostics:** The system must allow the user to access all diagnostic functions through a graphical interface.
8. **UPLC Integration:** The acquisition must apply effective filtering and integration algorithms that are optimized for ultra fast UPLC separations enabled by the detector's fast data rates.
9. **Leak Detection:** The system must be equipped with Leak sensing for unattended operation. The sensors must alert the user from the software and graphically locate the location of a leak. The Leak sensors must be capable of resetting in less than 5 minutes. All or a subset of the leak sensors can be enabled or disabled.

### ***Detector System Requirements:***

The Detector must be a compact, benchtop, tandem quadrupole mass spectrometer designed for UPLC/MS/MS when configured. The Detector must provide a simple, robust platform for quantitative LC/MS/MS enabled by hi-speed MRM (Multiple Reaction Monitoring) and ESCi® multimode ionization. The system must also incorporate IntelliStart™ Technology for automated system optimization and status monitoring. This ensures high quality data is routinely available to all levels of operators. The system must be available on either MassLynx™ or Empower™ 2 Software.

### ***IntelliStart Technology***

1. **System Parameter Checking and Alerts:** System must be capable of checking all operating parameters and indicating visually and verbally whether or not conditions are acceptable to begin an analysis. Operator is alerted if any system parameter, either UPLC or MS/MS is out of specification.
2. **Integrated sample/calibrant delivery :** System must allow for direct injection of both calibrant and sample, including combining direct injection with UPLC flow for calibration and instrument tuning.
3. **Programmable divert valve:** Divert valve must be programmable to allow flow to be automatically diverted to waste when the system is idle.
4. **Automated Mass Calibration:** Instrument Setup must automate calibration and

- resolution optimization for varying scan speeds (up to 10,000 amu/s)
5. **Automated Sample Tuning:** Sample tune must allow the operator to input targeted analyte masses, select the fluidics port and scheme for method development, and set method flow rate.
  6. **Automated Methods Development:** System must automatically create an optimized set of MS/MS parameters for selected analytes, including cone voltages, optimum MRM parameters, SIR parameters, and confirmation masses.
  7. **Performance Check:** System must run a predetermined sample set and evaluate all parameters, including tune, calibration, and quantitative parameters and indicate a pass/fail status for subsequent analysis.

## **SYSTEM GENERAL SPECIFICATIONS**

1. **ESCI combined source:**
  - a. Combined source for simultaneous electrospray/APCI operation
  - b. ZSpray™ dual-orthogonal source for robust sampling
  - c. Vacuum isolation valve
  - d. Tool-free sampling cone removal
  - e. Plug and play probes
  - f. De-clustering cone gas
  - g. Software control of all gas flows
2. **Ionization modes:**
  - a. Electrospray – included as standard
  - b. ESCi multimode ionization – included as standard
  - c. IonSABRE™ APCI – option
  - d. Dual APCI/APPI – option
3. **Ion Source Transfer Optics:**  
High efficiency hexapole ion guide
4. **Mass analyzer:**  
Two high resolution quadrupole analyzers (MS1/MS2), plus pre-filters to maximize resolution and transmission while preventing contamination of the main analyzers.
5. **Collision cell:**
  - a. T-Wave™ collision cell traveling wave device with beam focusing at ion entry and exit for optimum ion transfer and confinement, allowing fast MS/MS acquisition.
  - b. Software programmable gas flow.
6. **Detector**
  - a. Low noise, off axis, long life photomultiplier detector
  - b. Digital dynamic range up to  $4 \times 10^6$
7. **Vacuum system**
  - a. Single, split flow air-cooled Pfeiffer Vacuum turbomolecular pump evacuating the source and analyzer
  - b. One Leybold Sogevac SV40BI rotary backing pump.



8. **Software**
  - a. Mass Lynx 4.1
  - b. MassLynx includes OpenLynx™ and QuanLynx™ Application Managers as standard.
9. **Dimensions**
  - a. Width: 35.6 cm (14.0 in.)
  - b. Height: 53.3 cm (21.0 in.)
  - c. Depth: 84.8 cm (33.5 in.)
10. **Regulatory approvals**  
IVD, NRTL, and CE

## **PERFORMANCE SPECIFICATIONS**

1. **Acquisition modes**
  - a. Full scan MS (MS1 or MS2)
  - b. Selected ion recording (SIR)
  - c. Product ion scan
  - d. Precursor ion scan
  - e. Constant neutral loss/gain
  - f. Multiple reaction monitoring (MRM)
2. **Mass range**  
2 to 2000 m/z
3. **Scan speed**  
Up to 10,000 Daltons/sec
4. **Mass stability**  
<0.1 Daltons over 8 hr
5. **Linearity of response**  
The linearity of response relative to sample concentration, for a specified compound, is five orders of magnitude from the limit of detection.
6. **Polarity switching**  
<=20 ms switching time between positive and negative ion modes without significant degradation in data quality.
7. **MRM acquisition cycle time**  
Minimum dwell time of 5 ms per channel. Minimum inter-channel and inter-scan delays of 5 ms. Functions can be configured in retention windows, including mixed mode and overlapping, to optimize cycle time for each analyte.
8. **Inter-channel cross talk**  
The inter-channel cross talk between two MRM transitions, acquired using an MRM dwell time of 10 ms and an inter-channel delay time of 10 ms, will be fewer than

0.02%.

**9. Mass resolution**

Tunable manually or automatically (IntelliStart) to desired resolution. The valley between the 2034.63 Da and 2035.63 Da peaks is <12% of the average height of the two peaks.

**10. RM sensitivity (ESI+)**

For a direct loop injection of reserpine (5 pg) at a flow rate of 200  $\mu$ L/min the chromatographic signal to noise for the transition 609>195 m/z will be greater than 1000:1.

**11. RM sensitivity (ESI-)**

For a direct loop injection of chloramphenicol (5 pg) at a flow rate of 200  $\mu$ L/min, the chromatographic signal-to-noise ratio for the transition 321 > 152 m/z will be greater than 180:1.

**12. RM sensitivity (APCI+)**

For a direct loop injection of 17- $\alpha$ -hydroxyprogesterone (100 pg) at a flow rate of 1 mL/min, the chromatographic signal-to-noise ratio for the transition 331 > 109 m/z will be greater than 150:1.

**13. MRM Signal to noise definition**

Signal is defined as the height of the chromatographic peak of interest and noise is defined as the RMS of a continuous section of the mass chromatogram.

## ***UPLC-MS/MS Workstation and Software***

**1. General Software Specifications**

- a. Software must accommodate simultaneous positive and negative ion data during a single UPLC/MS/MS chromatographic run
- b. Software must allow for switching of cone voltage and collision energy on a per function basis during a single UPLC/MS/MS chromatographic run
- c. Software must support automatic tuning for automated MS/MS setup
- d. Software must support automated MS/MS tuning for analytical components
- e. Software must supports automated monitoring of instrument vacuum, gas flows, and voltages to warn the user of out of tolerance parameters

**2. Target Compound Software, or equivalent**

- a. System must include the **Target Lynx** software package, or equivalent for positive identification of targeted compounds, including the following confirmatory checks:

- Analytes above a Maximum Reporting Level (MRM)
- Analyte confirmatory ion ratios are outside specified limits
- One or more analyte signal-to-noise ratios are below a defined value
- An analyte retention time or relative retention time is outside limits
- An analyte concentration is below set LOD and LQD thresholds
- The standard deviation of response for QC standards exceeds a defined value
- The blank response is too high

-The coefficient of determination ( $r^2$ ) of the calibration curve exceeds a defined Value

- b. System must include a library for Toxicology screening, and a project with all files necessary for the acquisition (tune page, UPLC method, MRM method) and processing for target compounds using Target Lynx software
- c. Automatic Adjustment of Ion Ratios: the software must be able to compensate for variation in ion ratios, typically due to changes in tuning conditions, for a specified compound. By including a reference standard in the sample sequence the expected ion ratios for the target compounds and succeeding samples must be automatically adjusted to match the ratios for the target compounds in the reference standard, so that manual adjustment of ion ratios is not required upon retuning of the instrument.
- d. Cross compound calibration curves: the software must allow calibration curves to be applied to additional compounds in an analysis mixture for which standards or curves do not exist.

### 3. Workstation Hardware

System must have an Intel Core 2 Duo E6400 processor or equivalent operating at 2.13 MHz or faster. Operating system: Windows XP Professional SP2. System Warranty: Three Years Onsite for PC hardware.

## System Warranty:

### 1. UPLC/MS/MS Warranty Coverage

All UPLC and MS/MS components and hardware must be covered by a one year on-site repair service.

### 2. Workstation Warranty

Computer workstation and monitor must be covered by a three year on-site warranty service

## Additional Requirements:

1. Delivery and installation of hardware and software must be within 90 days of the approved purchase order.
2. Software familiarization must be performed at installation to the West Virginia State Police staff.
3. Vendor must supply all available MS/MS libraries – toxicology, drug, and pesticide.
4. Training of West Virginia State Police personnel must include 2 days of custom on-site training to be provided within 4 weeks after installation of equipment at the expense of the vendor. Training will incorporate West Virginia State Police staff and will take place at the West Virginia State Police Toxicology laboratory located at 725 Jefferson Road, South Charleston, WV 25309.
5. Due to space constraints, LC and MS footprint must not exceed 30 inches.

## Cost Sheet

Bidders shall provide a cost for the following:

<b>Waters Product Name</b>	<b>Waters Item #</b>	<b>Quantity</b>	<b>Cost</b>
TQD Tandem Quadrupole MS/MS	176001263	1	
Mass Lynx 4.1, M55 & XP TQD	176001255	1	
Cord Kit USA	205000414	1	
Acquity UPLC Column heater solvent manager sample manager	176015000	1	
Acquity BEH C18 column 3 pack	176000864	1	
Rotary Roughing Pump	186003887	1	
TargetLynx V4.1	176001086	1	
Acquity UPLC PDA Detector	176015026	1	
20" Flat Panel Monitor	668000273	1	

TOTAL \$ \_\_\_\_\_

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

# VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

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

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_