



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
EDD308015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY
304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF EDUCATION
BUILDING 6
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0330

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/07/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		924-10		
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF EDUCATION, IS SOLICITING BIDS FOR AN ANALYSIS OF THE WVDE'S EMERGENCY PLAN, TO CRITIQUE THE INFORMATION AND RECOMMEND AREAS OF IMPROVEMENTS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL, AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 1/22/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p>						
<p>CONSULTING, EMERGENCY PLAN</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</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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>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 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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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 EDD308015 ***** TOTAL:						

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West Virginia K-12 Facility Research Project Proposal Outline

Background

The West Virginia Department of Military Affairs and Public Safety (WVDMAPS) as well as Federal Emergency Management Agency (FEMA) and United States Department of Homeland Security (DHS) has identified schools as potential shelter, feeding stations, alternate health care facilities and rest areas in the event of a natural disaster or an act of terrorism. The West Virginia Department of Education (WVDE) is a major decision maker in the identification and the use of facilities for the above named scenarios. In this regard, we have identified a number of schools that may be specifically involved for both short-term and medium-term use. The intent of this Request for Quotation is to identify and quantify specific capacities, capabilities, and limitations of the identified facilities.

Project Overview

The WVDE recognizes the increased need for current, relevant, and prudent emergency planning. There are numerous potential emergency situations in which public schools in West Virginia might need to be utilized as feeding stations, child care facilities, emergency shelters, hospitals, etc. Through the assistance of various government agencies the WVDE has identified facilities along the western migration route(s) that have the potential to be utilized in the event an emergency situation should occur. A list of these facilities has been included in attachment A.

These facilities need to be evaluated to establish what characteristics exist and to also identify areas where the facility requires improvement(s) that will allow the facility to function effectively in any of a number of roles during an emergency situation.

The successful vendor will compile and provide a complete inventory of the capabilities and limitations of the existing facilities. The vendor will also be required to establish standards for interdependent communication networks at each local facility in compliance with current practices for compatibility of equipment.

Mandatory Specifications

- Qualifications include 5 years experience with similar emergency response scenarios including but not limited to working with agencies such as FEMA, DHS, and WVDMAPS, Military, Federal, State, and local law enforcement and fire service agencies. Proof of prior experience should be submitted with vendor's bid.

Future Deliverables

After award, the successful vendor will be required to:

- Provide an inventory of the existing facility assets including: relevant capabilities/capacities including but not limited to student capacity, feeding capabilities, available parking, athletic fields, and the availability of on campus, or near campus, community health facilities.
- Identification of local response agencies and interoperable communications abilities.
- Compile floor plans including accurate square footage measurements, available utilities, and an inventory of mechanical systems of each respective facility.
- Establish GPS coordinates and specific distances from existing Interstates and US routes.
- Identify the capacity of the facility when utilized as an emergency shelter or feeding station, or other role in the event of a declared emergency.

- Evaluate facilities for capacity to provide health care, child care, and other existing infrastructure assets.
- Inventory existing security characteristics and critique weaknesses of the current security capabilities.
- Identify current traffic flow characteristics of the surrounding infrastructure and provide recommendations for how these would need to be improved in the event of an emergency.
- Identify reasonable food service capabilities including feeding capacity and proximity to food sources in the event of a declared emergency.
- Identify and compile lists of the type of mechanical system(s) that support each facility. Recommend areas of deficiency for site in the event it must handle increase capacities in the event of a declared emergency.
- Inventory areas of deficiency for each sites existing communication capabilities. Assist sites in evaluating an interdependency communication system that provides communication channels among the various organizations involved during an emergency situation.

Price Quotations

Project price will be an all inclusive fixed cost.

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract, including any renewals, when applicable.

Any anticipated overhead, support staff, travel expenses, indirect costing of expenses or any other reimbursable expenses must be incorporated into the vendor's fee. No separate payments for these types of expenses will be made, and they shall be considered the sole responsibility of the vendor.

Incurring Costs

The state and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare, deliver the bid, or to attend any meetings, oral presentations or protest hearings.

Verification of Qualifications

The West Virginia Department of Education plans to commence activity based upon the results of this RFQ immediately upon award. Therefore, the Department is seeking a vendor who can submit verifiable proof of qualifications with their bid response. It is preferred that the information accompany the bids, however, the agency reserves the right to request this information after the bid. Vendors must provide requested information within 48 hours. Failure to provide current qualifications upon request may result in disqualification of the vendor's bid.

COUNTY	SCHOOL	ADDRESS	CITY	ZIP	zip4	PHONE	FAX	url	grades	enrollment
1 Cabell	Cabell Midland High School	2300 Us Route 60 East	One	25545	743-7400	743-7577	http://cmhs.cabe.k12.wv.us/	http://cmhs.cabe.k12.wv.us/	9--12	1846
2 Cabell	Huntington High School	1 Highlander Way	Huntington	25701	528-6400	528-6422	http://hhs.cabe.k12.wv.us/	http://hhs.cabe.k12.wv.us/	9--12	1590
3 Doddridge	Doddridge County Elementary	Rt 2 Box 35D	West Union	25456	873-3294	873-3297	http://bcce.dodd.k12.wv.us	http://bcce.dodd.k12.wv.us	5--8	453
4 Doddridge	Doddridge County High School	201 Stuart Street	West Union	26456	873-2521	873-1873	http://www.wvonline.com/dchs/	http://www.wvonline.com/dchs/	9--12	399
5 Doddridge	Doddridge County Middle School	Rt 2 Box 35C	West Union	26456	873-2390	873-2541				382
6 Fayette	Meadow Bridge High School	2775 Main Street	Meadow Bridge	25976	484-7917					251
7 Greenbrier	Greenbrier East High School	One Spartan Lane	Lewisburg	24901	647-6464	645-2698				1159
8 Greenbrier	Western Greenbrier Middle School	HC 40 Box 14	Crawley	24931	392-6446		http://www.wvonline.com/bhs/		6--8	
9 Harrison	Bridgeport High School	515 Johnson Avenue	Bridgeport	26330	842-3693	842-6288	http://www.wvonline.com/bhs/		9--12	
10 Harrison	Liberty High School	One Mountaineer Drive	Clarksburg	26301	624-3264	623-3159				
11 Harrison	Robert C. Byrd High School	One Eagle Way	Clarksburg	26301	624-2453	624-3211				
12 Kanawha	Capital High School	1500 Greenbrier St	Charleston	25311	348-6500	348-6509	http://www.capitalhigh.org/		0912 PK	
13 Kanawha	George Washington High School	1522 Tennis Club Rd	Charleston	25314	348-7729	344-4947				
14 Kanawha	Nitro High School	1300 Park Avenue	Nitro	25143	755-4321	755-4345				
15 Kanawha	Riverside High School	#1 Warrior Way	Belle	25015	348-1996					
16 Kanawha	Saint Albans High School	2100 Kanawha Terrace	St. Albans	25177	722-0212	722-0211				
17 Kanawha	South Charleston High School	1 Eagle Way	South Charleston	25309	766-0352	768-4663				
18 Marion	East Fairmont High School	1993 Airport Road	Fairmont	26554	9138	367-2140	http://www.wvonline.com/efhs	http://www.wvonline.com/efhs	9--12	
19 Marion	Fairmont Senior High School	Loop Park Drive	Fairmont	26554	2599	367-2150	http://fhs.mar.k12.wv.us/	http://fhs.mar.k12.wv.us/	9--12	
20 Monongalia	Morgantown High School	109 Wilson Avenue	Morgantown	26501	291-9260	291-9263				
21 Monongalia	University High School	991 Price Street	Morgantown	26505	291-9270	291-9248				
22 Ohio	Wheeling Park High School	1976 Park View Rd	Wheeling	26003	243-0400	243-0449				
23 Putnam	Hurricane High School	3350 Teays Valley Road	Hurricane	25526	562-3991	562-5460				
24 Putnam	Poca High School	Rt. 1, Box 5b	Poca	25159	755-5001	755-5009				
25 Raleigh	Independence High School	PO Box 1595	Coal City	25823	683-3228					
26 Raleigh	Beckley-Stratton	401 Gray Flats Road	Beckley	25801	256-4616					
27 Raleigh	Woodrow Wilson High School	400 Stanaford Road	Beckley	25801	256-4646					
28 Ritchie	Ritchie County Middle/High School	107 Ritchie County School Rd	Ellenboro	26346	869-3526	869-3596				
29 Summers	Summers County High School	One Bobcat Dr.	Hinton	25951	466-6040	466-6044				
30 Taylor	Grafton High School	400 Riverside Drive	Grafton	26354	265-3046					
31 Taylor	West Taylor Elementary	RR1 Box 186B-1	Flemington	26347	842-0490	842-0492			K--4	248
32 Wayne	Spring Valley High School	#1 Timberwolf Drive	Huntington	25704	429-1699	429-7315				
33 Wood	Parkersburg High School	2101 Dudley Ave	Parkersburg	26101	3492	420-9595	420-9604			
34 Wood	Parkersburg South High School	1511 Blizzard Dr	Parkersburg	26101	6424	420-9610	420-9607			

Total

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.

RFQ No. _____

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: _____