



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
BPH10027

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2009				

BID OPENING DATE: 10/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		924-35		
PLANNING DEVELOPMENT & EXECUTION OF HOMELAND SECURITY REQUEST FOR QUOTATION TO PROVIDE PLANNING, DEVELOPMENT AND EXECUTION OF HOMELAND SECURITY EXERCISE AND EVALUATION PROGRAM (HSEEP) COMPLIANT EXERCISES, PER THE ATTACHED SPECS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS UNTIL AUGUST 8, 2009 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. 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. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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, the State may deem this contract null and void, and terminate such contract 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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BID OPENING DATE: 10/22/2009 BID OPENING TIME 01:30PM

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<p>(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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 10/6/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25311</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE: **10/22/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----BPH10027----- BID OPENING DATE:-----10/22/2009----- BID OPENING TIME:-----1:30 PM-----						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 BPH10027 ***** TOTAL: _____						

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Project:

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) is seeking vendor quotations for planning, development and execution of Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises in Charleston, West Virginia from date of award of contract to August 8, 2010. Two exercises will be conducted during this time period. The first exercise will be a one day tabletop exercise of the Bureau's Continuity of Operations plan. The second exercise will be a two day functional exercise to simulate dispensing activity within the state's Cities' Readiness Initiative (CRI) jurisdiction in addition to several associated state level operational components.

Scope of Work:

Deliverable 1: Vendor must meet with CTP leadership to jointly develop overall concept, objectives, scenario, and timeline for exercises. Review response plans, federally mandated exercise metrics, protocols, policies, procedures, and gap analysis from past exercises as necessary to fully develop exercise objectives and play. Objectives must follow the SMART format (simple, measurable, achievable, realistic and task oriented). All components of exercise planning, execution, evaluation and follow up must be completed prior to August 8, 2010.

Deliverable 2: The vendor will, for each exercise, provide exercise controllers, an exercise director and an adequate number of trained staff to perform exercise planning, development and coordination.

Deliverable 3: The vendor will, for each exercise, conduct a minimum of 3 planning (initial, midpoint and final) conferences, 1 evaluator training, 1 evaluator debrief, and 1 after action planning conference at the CTP location as scheduled as part of the exercise plan developed between the contractor and CTP.

Deliverable 4: The vendor will design, develop, deliver and support 1, one day tabletop exercise of the Bureau's Continuity of Operations plan for approximately 50 – 75 Bureau employees. Target dates of exercise conduct is no sooner than February 1, 2010 and no later than April 30, 2010.

Deliverable 5: The vendor will design, develop, deliver and support 1, two day functional exercise to simulate dispensing activity within the state's Cities' Readiness Initiative (CRI) jurisdiction (comprised of Kanawha, Clay, Boone, Putnam, Lincoln, Jefferson and Berkeley counties) in addition to several associated state level operational components that may include incident command functions, risk communications, inventory management, and Receipt, Staging and Storage (RSS) of mass vaccination and prophylaxis from the Strategic National Stockpile. Target dates of exercise conduct is no sooner than April 1, 2010 and no later than June 30, 2010.

Deliverable 6: The vendor shall develop and provide at least 5 electronic and 5 printed, bound copies of all finalized HSEEP compliant required exercise documents.

for each exercise to include: Exercise Evaluation Guides (EEG), Master Scenario Events List (MSEL), situation manuals, after action reports, and exercise plans tailored to the exercise and to be delivered based on an exercise schedule developed with the CTP

Deliverable 7: The vendor must develop and submit a draft After Action Report to CTP within 30 days of the end of each exercise. The final after action report shall be submitted to CTP within 60 days of the end of each exercise

General Requirements:

1. The vendor must demonstrate expertise to develop and provide public health HSEEP compliant exercises and the required exercise documents including Exercise Evaluation Guides, Master Scenario Events list (MSEL), Situation Manuals, Exercise Plans, and After Action Report tailored to the exercise.
 - a. Vendor's key technical staff must be trained in Exercise Design (NIMS IS 139) and Homeland Security Exercise Evaluation Program (HSEEP) requirements. Certificates of completion required to document expertise.
 - b. Vendor's key technical staff must have training in and knowledge of National Incident Management Systems (NIMS) standards and the Incident Command System (ICS) requirements. Provide copies of completion certificates or other official documents that show key staff have been trained in National Incident Management Systems (NIMS) standards and the Incident Command System (ICS) requirements.
 - c. Vendor must document at least 3 years experience in HSEEP compliant design, execution and evaluation
 - d. Vendor must provide proof of at least 3 years demonstrated experience developing and leading public health exercises
 - e. Vendor must provide 3 references from past public health exercise clients.
2. The vendor must demonstrate general working knowledge of the Strategic National Stockpile (SNS) program and Rand metric requirements.
 - a. Vendor must provide proof of at least 3 years demonstrated experience in working with SNS related initiatives. Provide proof of at least 3 years demonstrated experience in working with SNS related initiatives.
3. The vendor must provide copies of all draft documents created for each exercise to the CTP exercise leadership for review and editing before final printing.
4. The vendor must provide final copies of all exercise documents to CTP no less than 7 work days prior to exercise start.
5. The vendor must provide technical expertise in exercise design and development to the Bureau for Public Health and all other participating organizations in the development of the exercises.

Agency Contribution to Contract Deliverables

1. *Review and approve vendor's draft documents within 10 business days of receipt at CTP.*

2. *Provide meeting place for vendor- CTP planning meetings, exercise cell, evaluator debriefing, and after action meetings.*
3. *Provide HSEEP trained evaluators and other evaluators as necessary to adequately evaluate the COOP exercise and state SNS components of the CRI exercise*
4. *Provide leadership to work collaboratively with vendor.*
5. *Provide copies of applicable response plans, federally mandated exercise metrics, policies, protocols and gap analyses to vendor as needed to adequately plan the exercises.*
6. *Provide a copy of exercise documents to each CRI exercise participating county from the copies provided to CTP.*
7. *Compile and provide list of exercise participants for each site.*
8. *Secure site for State exercise activities.*
9. *Provide audiovisual equipment at State exercise sites*
10. *Make hospitality arrangements and pay for food at State exercise sites*
11. *Task each participating local health department to secure venue location and all hospitality needs for their dispensing site activities.*
12. *Task each participating local health department with securing at least one HSEEP trained evaluator and other evaluators as necessary to adequately evaluate the CRI exercise dispensing site components*
13. *Task each participating local health department with providing copies of exercise documents to their players, evaluators, etc.*

General Terms and Conditions:

The successful Vendor agrees to be bound by all the terms contained herein

Conflict of Interest:

Vendor affirms 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 manner 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 the Agency

Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this

contract or by law

Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into

Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity

without expressed written consent of the Agency.

Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend until August 8, 2010 at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination:

The State may terminate any contract resulting from this RFQ with a 30 day notice. If at anytime the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract, the State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor

RFQ Addendum for Exercise Contractor

Cost Sheet

Deliverable	Activity	Sub Activity	Activity Cost	Total Cost for Deliverable
Deliverable 1 Meet with CTP leadership to jointly develop overall concept, objectives, scenario, and timeline for exercises. Objectives must follow the SMART format (simple, measurable, achievable, realistic and task oriented). All components of exercise planning, execution, evaluation and follow up must be completed prior to August 8, 2010.	Meet with CTP to develop exercise concepts, objectives, scenario and timelines	NA		
Deliverable 2 For each exercise, provide exercise controllers, an exercise director and an adequate number of trained staff to perform exercise planning, development and coordination.	For each exercise, provide an adequate number of trained staff to perform exercise planning, development and coordination.	Insert # of staff		
		1		
		Insert # of staff		
		Insert # of staff		
Deliverable 3				

<p>For each exercise, conduct a minimum of 3 planning (initial, midpoint and final) conferences, 1 evaluator training, 1 evaluator debrief, and 1 after action planning conference at the CTP location as scheduled as part of the exercise plan developed between the contractor and CTP</p>			
	<p>CRI/State exercise conduct initial, midpoint and final conferences, 1 evaluator training, 1 evaluator debrief, and 1 after action planning conference at the CTP location</p>	<p>CRI/State Initial planning meeting</p>	
		<p>CRI/State mid point planning meeting</p>	
		<p>CRI/State final planning meeting</p>	
		<p>CRI/State evaluator training</p>	
		<p>CRI/State evaluator debriefing</p>	
		<p>CRI/State AAR planning conference</p>	
	<p>For COOP exercise conduct initial, midpoint and final conferences, 1 evaluator training, 1 evaluator debrief, and 1 after action planning conference at the CTP location</p>	<p>COOP initial planning conference</p>	
		<p>COOP midpoint planning conference</p>	
		<p>COOP midpoint planning conference</p>	
		<p>COOP evaluator training</p>	
		<p>COOP evaluator debriefing</p>	

		COOP AAR planning conference		
<p>Deliverable 4</p> <p>Design, develop, deliver and support 1, one day tabletop exercise of the Bureau's Continuity of Operations plan for approximately 50 – 75 Bureau employees. Target dates of exercise conduct is no sooner than February 1, 2010 and no later than April 30, 2010.</p>	<p>Design, develop, deliver and support 1, one day tabletop exercise of the Bureau's Continuity of Operations plan for approximately 50 – 75 Bureau employees.</p> <p>Target dates of exercise conduct is no sooner than February 1, 2010 and no later than April 30, 2010.</p>	N/A		
<p>Deliverable 5</p> <p>Design, develop, deliver and support 1, two day functional exercise to simulate dispensing activity within the state's Cities' Readiness Initiative (CRI) jurisdiction (comprised of Kanawha, Clay, Boone, Putnam, Lincoln, Jefferson and Berkeley counties) in addition to several associated state level operational components that may include incident command functions, risk communications, inventory management and Receipt, Staging and Storage (RSS) of mass vaccination and prophylaxis from the Strategic National Stockpile. Target dates of exercise conduct is no sooner than April 1, 2010 and no later than June 30, 2010.</p>	<p>Design, develop, deliver and support 1, one day functional exercise to simulate dispensing activity within the state's Cities' Readiness Initiative (CRI) jurisdiction (comprised of Kanawha, Clay, Boone, Putnam, Lincoln, Jefferson and Berkeley counties) in</p>	N/A		

	<p>addition to several associated state level operational components that may include incident command functions, risk communications, inventory management, and Receipt, Staging and Storage (RSS) of mass vaccination and prophylaxis from the Strategic National Stockpile. Target dates of exercise conduct is no sooner than April 1, 2010 and no later than June 30, 2010.</p>			
<p>Deliverable 6</p>				
<p>Develop and provide at least 5 electronic and 5 written copies of all finalized HSEEP compliant required exercise documents for each exercise to include: Exercise Evaluation Guides (EEG), Master Scenario Events List (MSEL), situation manuals, and exercise plans tailored to the exercise and to be delivered based on an exercise schedule developed with the CTP.</p>	<p>Develop and provide at least 5 electronic and 5 written copies of all finalized HSEEP compliant required exercise documents for each exercise to include: Exercise Evaluation Guides (EEG), Master Scenario Events List (MSEL), situation manuals, and exercise plans tailored to the exercise and to be delivered based on an</p>	<p>5 written and 5 electronic copies of HSEEP compliant COOP exercise documents including Sit Manual, and powerpoint presentation</p>		

	exercise schedule developed with the CTP	5 written and 5 electronic copies of HSEEP compliant CRI exercise documents including exercise plan, EEG, and MSEL		
<p>Deliverable 7 A draft After Action Report shall be developed and submitted to CTP within 30 days of the end of each exercise. The final after action report shall be submitted to CTP within 60 days of the end of each exercise.</p>				
	A draft After Action Report shall be developed and submitted to CTP within 30 days of the end of each exercise. The final after action report shall be submitted to CTP within 60 days of the end of each exercise.	AAR for CRI exercise		
	AAR for COOP exercise			
<p>Grand Total of Exercise Contract</p>				

AWARD OF CONTRACT:

CONTRACT WILL BE AWARDED TO THE VENDOR WITH THE LOWEST OVERAL TOTAL COST, WHICH MEETS ALL REQUESTED SPECIFICATIONS AND REQUIREMENTS.

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: _____

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.