



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
DCH10004

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/06/2009				

BID OPENING DATE: 09/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-77		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS FOR A FIRM TO PREPARE A NATIONAL PARK SERVICE (NPS) MULTIPLE PROPERTY DOCUMENT (MPD) FOR THE WEST VIRGINIA STATE PARKS NEW DEAL RESOURCES PER THE ATTACHED SPECIFICATIONS.</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 E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 8/26/2009 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>HISTORIC RESOURCE SURVEY</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>						

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 PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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."



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DATE PRINTED <b>08/06/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>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.</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: SHELLY MURRAY</b></p> <p><b>RFQ. NO.: DCH10004</b></p> <p><b>BID OPENING DATE: 09/10/2009</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ DCH10004 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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**REQUEST FOR QUOTATION**  
**West Virginia Division of Culture and History,**  
**State Historic Preservation Office**  
**State Parks New Deal, National Park Service Multiple Property Document**  
**and Alternates**  
**RFQ# - DCH10004**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division (State), on behalf of the Division of Culture and History, State Historic Preservation Office (hereinafter SHPO), is soliciting a Request for Quotation (RFQ) from qualified firms to prepare a National Park Service (hereinafter, NPS) Multiple Property Document (hereinafter, MPD) for the West Virginia State Parks New Deal resources as per the Scope of Work.

**Location:**

The project will involve historic resources statewide in the following West Virginia state parks and forests and may or may not include travel to parks or forests identified in the following background statement. NOTE: The Agency will not reimburse Vendors for travel expenses. Vendors bidding on this project are cautioned to include the cost of any potential travel related expenses resulting from this Contract in their bid estimates.

**SPECIFICATIONS:**

**Background:**

A state parks New Deal architectural history survey has been completed. During this project, resources from the following parks were inventoried: Babcock State Park, Cabwaylingo State Forest, Cacapon State Park, Coopers Rock State Forest, Droop Mt. Battlefield State Park, Greenbrier State Forest, Hawks Nest State Park, Kanawha State Forest, Kumbrabow State Forest, Lost River State Park, Panther State Forest, Seneca State Forest, Watoga State Park, Pinnacle Rock State Park, Tomlinson Run State Park, and Holly River State Park. Survey products included West Virginia State Historic Property Inventory Forms for each New Deal Resource in the above mentioned state parks and forests and a survey report providing an historic overview of the New Deal in West Virginia and the state's parks and forests, survey methodology, description of property types, USGS maps, park maps, and a table of resources and recommendations. These materials will be made available to the consultant selected to complete the MPD.

**Scope of Work:**

Prepare a Multiple Property Document (MPD) for West Virginia State Parks and Forests New Deal resources per the following specifications:

**Item #1:** Prepare National Park Service Multiple Property Document that meets NPS standards (Refer to "*How to Complete the National Register Multiple Property Documentation Form*": <http://www.nps.gov/nr/publications/bulletins/nrb16b/index.htm> for additional information) and in accordance with the SHPO's National Register and Survey Manual. (As an alternative to out of state travel, use of inter library loan to access additional resources is preferred.)

**Item #2:** Presentation and defense of the MPD to the West Virginia Archives & History Commission at a date (and after award of Contract) to be determined by the SHPO.

**Item #3:** Make all requested changes of the SHPO and/or NPS staff following review of submitted Multiple Property Document's by the SHPO.

If add alternates are included in the contract; the vendor is to follow an appended scope of work as shown below.

**Add Alternate 1:**

Preparation of a National Register of Historic Places nomination for New Deal resources in Hawks Nest State Park: The nomination will be based on the abovementioned MPD and prepared in accordance with *National Register Bulletin: How to Complete the National Register Registration Form* and the SHPO National Register and Survey Manual. The nomination will be presented to the WV Archives and History Commission and forwarded to the NPS for listing. All changes requested by the SHPO, Archives and History Commission or NPS will be made by the vendor.

**Add Alternate 2:**

Preparation of a National Register of Historic Places nomination for New Deal resources in Watoga State Park: The nomination will be based on the abovementioned MPD and prepared in accordance with *National Register Bulletin: How to Complete the National Register Registration Form* and the SHPO National Register and Survey Manual. The nomination will be presented to the WV Archives and History Commission and forwarded to the NPS for listing. All changes requested by the SHPO, Archives and History Commission or NPS will be made by the vendor.

**Add Alternate 3:**

Preparation of a National Register of Historic Places nomination for New Deal resources in Lost River State Park: The nomination will be based on the above mentioned MPD and prepared in accordance with *National Register Bulletin: How to Complete the National Register Registration Form* and the SHPO National Register and Survey Manual. The nomination will be presented to the WV Archives and History Commission and forwarded to the NPS for listing. All changes requested by the SHPO, Archives and History Commission or NPS will be made by the vendor.

**Add Alternate 4:**

Preparation of a National Register of Historic Places nomination for New Deal resources in Holly River State Park: The nomination will be based on the abovementioned MPD and prepared in accordance with *National Register Bulletin: How to Complete the National Register Registration Form* and the SHPO National Register and Survey Manual. The nomination will be presented to the WV Archives and History Commission and forwarded to the NPS for listing. All changes requested by the SHPO, Archives and History Commission or NPS will be made by the vendor.

**Methodology:**

The MPD will be prepared in accordance with *National Register Bulletin: How to Complete the National Register Multiple Property Documentation Form* and the SHPO's National Register and Survey Manual. Any deviations must be pre-approved by and documented with the SHPO. All products shall first be submitted to the SHPO in draft format. Per *Title 36, Volume 1, Code of Federal Regulations (CFR), Part 60* (see <http://www.nps.gov/nr/regulations.htm#603>), the SHPO will have 60 days to review all draft materials and provide comments.

**Time Frame:**

The scope of work shall be completed by July 31, 2010.

**Payment Schedule:**

The payment schedule will be rendered in three payments based on work completed and approved by the SHPO.

1. Following completion and submission of a draft MPD (refer to Item #1) to the SHPO.
2. Following SHPO's acceptance of final version of MPD to be scheduled for presentation to the WV Archives and History Commission (refer to Item #2)
3. Following submission of MPD to the NPS with the stipulation that changes be made if required by the NPS.

If Add Alternates are accepted by the agency the following payment schedule will be appended to the Contract and the MPD payment schedule above.

1. Following completion and submission of a draft NRRF to the SHPO.
2. Following SHPO's acceptance of the final version of NRRF to be scheduled for presentation to the WV Archives and History Commission.
3. Following submission of NRRF to the NPS with the stipulation that changes be made if required by the NPS.

**Cost:**

Vendor shall submit a completed bid return sheet (to include any anticipated travel expenses) Refer to bidding return sheet.

**Mandatory Qualifications:**

1. Personnel assigned to project must meet the requirements detailed in *Title 36, Chapter I, Code of Federal Regulations (CFR), Part 61: "Procedures For Approved State and Local Government Historic Preservation Programs."* Vendor must submit resumes of key personnel. This information is requested with the bid and must be provided within 24 hours of request.
2. Vendor must have successfully completed at least two similar projects within the last two years. The vendor must submit completed and accepted MPDs or National Register Nominations for these projects. This information is requested with the bid and must be provided within 24 hours of request.

**END OF RFQ**

**REQUEST FOR QUOTATION**  
**West Virginia Division of Culture & History**  
**State Historic Preservation Office**  
**State Park New Deal Intensive Historic Resource Survey**  
**Alternates**  
**RFQ# - DCH10004**

**BIDDING RETURN SHEET:**

ITEM #1: Preparation on MPD.....\$ \_\_\_\_\_

ITEM #2: Presentation to A&H Commission.....\$ \_\_\_\_\_

ITEM #3 Revisions.....\$ \_\_\_\_\_

SUB TOTAL COST  
(Including expenses) .....\$ \_\_\_\_\_

ADD ALTERNATE #1 Hawks Nest Nomination.....\$ \_\_\_\_\_

ADD ALTERNATE #2 Watoga Nomination.....\$ \_\_\_\_\_

ADD ALTERNATE #3 Lost River Nomination.....\$ \_\_\_\_\_

ADD ALTERNATE #4 Holly River Nomination.....\$ \_\_\_\_\_

TOTAL PROJECT COST (Including Add Alternates)  
.....\$ \_\_\_\_\_

This Proposal is submitted in the name of:

Firm or Individual: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*

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



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

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: \_\_\_\_\_