



## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### INSTRUCTIONS TO BIDDERS

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK9024**

PAGE  
**2**

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

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**240 ARMY ROAD**  
  
**KINGWOOD, WV**  
**26537**                      **341-6368**

|                                     |               |                                 |        |               |
|-------------------------------------|---------------|---------------------------------|--------|---------------|
| DATE PRINTED<br><b>04/02/2009</b>   | TERMS OF SALE | SHIP VIA                        | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: <b>05/13/2009</b> |               | BID OPENING TIME <b>01:30PM</b> |        |               |

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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State of West Virginia  
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 Post Office Box 50130  
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| 4    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JOHN ABBOTT<br>304-558-2544            |

RFQ COPY

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VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD

KINGWOOD, WV  
 26537

341-6368

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| <p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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SHIP TO

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**NATIONAL GUARD ARMORY**  
**240 ARMY ROAD**  
  
**KINGWOOD, WV**  
**26537**                      **341-6368**

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| <p><b>PROJECT ADDENDA</b></p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> |          |     |        |             |            |        |

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**6**

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| <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1                      .....</p> <p>NO. 2                      .....</p> <p>NO. 3                      .....</p> <p>NO. 4                      .....</p> <p>NO. 5                      .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> |          |     |        |             |            |        |

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|      |          |     |          | <b>CONTRACTORS LICENSE</b>  |            |        |
|      |          |     |          | <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS</p> |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PAGE  
**9**

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| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p><b>TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b></p> <p>-----</p> <p><b>***** THIS IS THE END OF RFQ DEFK9024 ***** TOTAL:</b> _____</p> |          |     |        |             |            |        |

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## 1.0 GENERAL CONTRACT INFORMATION

Location of project shall be at the West Virginia Army National Guard's FMS # 4 Facility in Kingwood West Virginia. Work shall be completed by with in 180 calendar days of the notice to proceed date; and accepted to include warranty, and testing. A mandatory on-site pre-bid meeting will be held in which failure to attend will result in ineligibility of the bidding process. Agency contact person – Jonathan Neal at 304-561-6550. On site contact person shall be SFC, Scott Dixon at 304-791-4117

The scope of work for this project will be to provide all labor, equipment, materials and accessories for the complete removal of the existing vehicular exhaust removal system, and to provide and install a new vehicular exhaust removal system including all associated parts and labor needed to provide a complete operational vehicular exhaust system. The existing vehicular exhaust removal system shall be removed and disposed of in an environmentally acceptable manner, off site, at the contractor's expense. Contractor shall provide and install an exhaust removal system that meets or exceeds any and all state and federal codes and the specifications of this contract.

Contractor shall provide:

- a) Coordination between all parties involved in the project including but not limited to; sub-contractors and manufactures. No persons outside of the awarded contractor shall contact nor direct anyone else to contact the West Virginia Army National Guard. All coordination and information shall move through the awarded contractor.
- b) The contractor shall obtain any required permits for construction at the contractor's expense.
- c) Demolition and disposal of the existing exhaust removal system, in its entirety, off site at contractor's expense.
- d) Provide all materials and labor to provide a complete project.
- e) Hours of work shall be Monday through Fridays between the hours of 07:30 am to 16:00 pm. No weekend or holiday work will be permitted.
- f) Awarded contractor is to provide a total of six (6) vehicle exhaust removal drops.
- g) After the completion of the installation of the new vehicular exhaust removal system the contractor is responsible for having the new vehicular exhaust removal system tested for operation and compliance with the flow requirements set forth in this contract. This testing shall be completed by a reputable third party source. These testing procedures are to be at the contractors expense. The contractor is responsible for forwarding these results to the West Virginia Army National Guard, Division of Engineering. These results shall be sent to Attention Major Michael Beckner, the Facilities Management Specialist.

### 1.1 DESIGN RESTRAINTS

The Exhaust removal system needs to have hose adaptors that allow for 2.25 inch through 5 inch exhausts stacks, both vertical top stack and horizontal undercarriage stacks.

The fan size for the new vehicular exhaust removal system shall be designed around the Military's Heavy Expanded Mobility Tactical Truck (HEMTT).

Manufacture: Detroit Diesel Allison

Type: 736 cubic inch, 8 cylinder, 2-stroke, V-type Diesel

Rating: 450 horsepower, @ 2100 rpm

(THE (HEMTT) ENGINE SPECIFICATIONS ARE FOR INFORMATIONAL PURPOSES ONLY.)

### 1.2 COORDINATION OF TRADES

Ductwork offsets, fittings, and any other accessories required shall be furnished to provide a complete exhaust system installation.

### 1.3 EQUIPMENT AND FLOW REQUIREMENTS

All fan motors shall be equipped with high temperature bearings.

All six (6) Maintenance Bays (see attached drawing) shall be equipped with an exhaust system that performs at flows not less than 2100 CFM at 1000 degrees continuously. It shall be permitted that one fan can serve more than one single bay as long as the air flow requirements aforementioned are not compromised.

### 1.4 DELIVERY AND STORAGE

All equipment delivered and placed in storage shall be housed in a manner to preclude any damage from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Additionally, all ductwork, flexible connections and pipes shall either be capped or plugged until installed.

### 1.5 FIELD MEASUREMENTS

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, verify all electrical sources, and advise the project manager of any discrepancy before performing the work. Measurements can be obtained at the mandatory pre-bid meeting. Additional site visits may be scheduled through the West Virginia Army National Guard.

### 1.6 EXHAUST HOSE SYSTEM

Exhaust Hose System shall be rated to withstand continuous run. Exhaust hoses shall be a minimum length of 30' (feet) as to accommodate both top stacks and under carriage stacks.

All six (6) Maintenance Bays shall be equipped with 30' (feet) 10" (inch) diameter flex hose, that will handle 1000 degrees for 72 hours per MI PER 62028.

### 1.7 TAILPIPE ADAPTERS

Adapters shall be of the tapered-cone type with spring clips or other suitable devices for exhaust pipe attachment. The adapter shall fit 2.25 inch through 5 inch nominal diameter exhaust pipe.

### 1.8 EXHAUST HOSE SUSPENSION SYSTEM

The exhaust hose suspension system shall be reel type system so that can be lowered to the operating level, when required. The suspension system shall be furnished complete and operational. An electric operated reel type system is required, a mechanical reel is NOT acceptable.

### 1.9 ELECTRICAL WORK

Contractor shall make all electrical connections on the new vehicular exhaust removal system to provide a working finished product. This includes but not limited to, wiring, conduit, switches, and junction boxes. Electric equipment, including wiring and motor efficiencies, shall be according to all state and federal laws and codes.

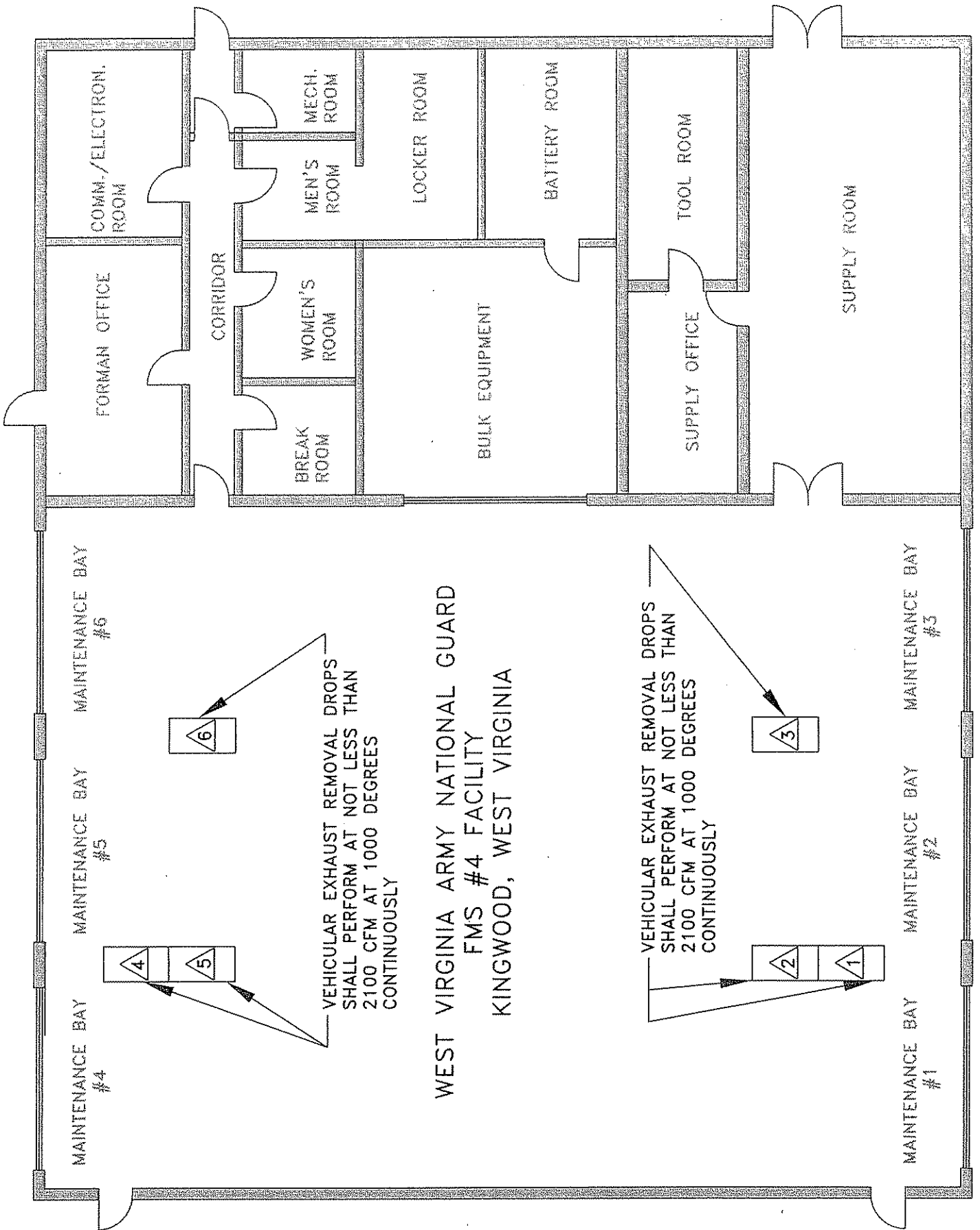
### 2.0 BUILDING SURFACE PENETRATIONS

a) Sleeves or framed openings shall be utilized where duct penetrates building surfaces. Penetrations shall be sealed. Closure collars shall be installed around the duct on both sides of the penetrated surface. Collars shall fit tight against the building surfaces and snugly around the duct.

b) In the event that the roof is penetrated, all roof seals shall be so as to not void the roof warranty.

c) In the event that an existing roof penetration is not utilized, contractor is responsible for sealing the roof penetration in such a way as to not void the roof warranty.

COST \$ \_\_\_\_\_



VEHICULAR EXHAUST REMOVAL DROPS SHALL PERFORM AT NOT LESS THAN 2100 CFM AT 1000 DEGREES CONTINUOUSLY

VEHICULAR EXHAUST REMOVAL DROPS SHALL PERFORM AT NOT LESS THAN 2100 CFM AT 1000 DEGREES CONTINUOUSLY

WEST VIRGINIA ARMY NATIONAL GUARD  
 FMS #4 FACILITY  
 KINGWOOD, WEST VIRGINIA

SCALE: NTS

FRONT OF BUILDING



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

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

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

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: \_\_\_\_\_