



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  
 EHS10018

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 ENVIRO HLTH SERVICES  
 CAPITOL AND WASHINGTON STREETS  
 1 DAVIS SQUARE, SUITE 200  
 CHARLESTON, WV  
 25301-1798 304-558-2981

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/28/2009				

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		220-34		
<p>TO DEVELOP &amp; IMPLEMENT A CENTRALIZE DATA MODE EXCHAN</p> <p>REQUEST FOR QUOTATON</p> <p>TO DEVELOP AND IMPLEMENT A CENTRALIZED DATA NODE EXCHANGE PER THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACT WILL BEGIN UPON AWARD AND EXTEND FOR A ONE YEAR PERIOD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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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**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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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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<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 9/8/2009. 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> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----EHS10018-----</p> <p>BID OPENING DATE:---9/24/2009---</p> <p>BID OPENING TIME:---1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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***** THIS IS THE END OF RFQ EHS10018 ***** TOTAL: _____						

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## ENVIRONMENTAL INFORMATION EXCHANGE NODE 2.0

### I. PURPOSE

The State of West Virginia, Department of Health and Human Resources (WV DHHR), Bureau for Public Health (BPH), Office of Environmental Health Services (OEHS), and Environmental Engineering Division (EED) oversees the drinking water program and is seeking vendor quotations for providing a Node 2.0 compatible product and provide technical assistance in installation and operation within the WV DHHR Informational Technology environment.

### II DEPARTMENT GOALS

The WV DHHR governs Public Water Supplies (PWS's) to protect public drinking water supplies. The drinking water program is based on best practices, federal and state laws, and WV DHHR designation as the primary agency to carry out the provisions of the federal "Safe Drinking Water Act," and for assuring that the state's 2,000 public drinking water supplies provide a reliable supply of safe drinking water to approximately 1,387,000 individuals.

The main goal is to establish a centralized data node exchange that can be incorporated into the US Environmental Protection Agency's Exchange Network. The objective of establishing an exchange network is to improve the accuracy, efficiency, and real-time access to critical data used in the drinking water program.

The major components of the National Environmental Information Exchange Network Grant, includes the following:

- Exchange Network Node Development
- Develop and Implement a web-based Electronic Data Interchange (EDI) on the node
- Develop Safe Water Operator Certification System (SWOCS) web site from SWOCS dataflow created on the node

### III. SPECIFICATIONS

The successful vendor shall perform the specified deliverables within the period given in the bid quotation. All deliverables are mandatory requirements that must be met by the successful vendor, except for Deliverable No. 4, which is a deductive alternative. In the event that the total cost of the completed project exceeds the funds available, this deliverable may be deducted and will not be mandatory. If the deliverable is not deducted, Deliverable No 4 is mandatory.

- Deliverable Number 1: Delivery of a Node Product that meets the specifications of the National Environmental Exchange Network version 2.0. The Node provided will be backward compatible with Node 1.1. The current requirements are available at [http://www.exchangenetwork.net/node/node\\_products.htm](http://www.exchangenetwork.net/node/node_products.htm). The product must be installed within the WV DHHR Information Technology environment, and web methods demonstrated as functional. Node documentation and a minimum of 4 hours of training of designated WV DHHR employees will be provided as part of this delivery. WV DHHR will purchase the hardware, as needed, for the Node product at no cost to the successful vendor.
- Deliverable Number 2: Development of an exchange interface to use the software known as Lab to State for Laboratories and/or public water systems to transfer data over the internet/intranet into the existing Safe Drinking Water Information System/State version (SDWIS/State) which already exists within the WV DHHR environment. The interface will be capable of either uploading existing information or manual data entry and be CROMERR (Cross Media Electronic Reporting Rule- 40 CFR Part 3) compliant.
- Deliverable Number 3: Development of an exchange interface and software for public water systems to enter an electronic version of existing or WV DHHR Monthly Operational reports, either by upload or by manual, on-line entry through a web form, transfer this information through the Node into SDWIS/State and be CROMERR compliant.
- Deliverable Number 4: Development of an exchange interface to allow water and wastewater operators plus water well drillers and pump installers, to view the information currently in SWOCS/SDWIS or associated databases through the successful vendor developed interface that establishes an individual user name and password for the operators, drillers and pump installers. Available information, but not limited to, certification(s) held, date of certification issue, expiration date, Continued Educational Hour (CEH) within the prior renewable cycle, shall be available for view. The exchange interface will be designed in such a manner as to allow WV DHHR to expand the available information that may be viewed.

Security – The system shall provide the following Information Technology security features:

- A. System must retain an access log of when a user logs on, logs out, or his/her session times out. This text log will

contain the user's ID, date, time of logon/logout/timeout, and activity type (log in, log out, time out) This log must be stored in Comma Separated Value (CSV) format and easily accessible for analysis by the system administrator.

- B. System must support strong password functionality that can be configured by the system administrator. These capabilities include the length of passwords, types of characters required (numbers, symbols, uppercase letters, lowercase letters), the password change interval in days, and the user password expiration notification in days.
1. Must use established methods of data security through strong encryption, minimum of 128-bit, in all external communication.
  2. System must monitor and report any unauthorized access attempts to the system administrator.
  3. System must support multiple user account status options to minimally include: 'Inactive', 'Active', 'Locked', and 'Must change password upon next login'. System shall provide an audit log of access changes.
  4. System must alert users to an expiring password based on the user password expiration notification set by the administrator and prompt the user to change their password in advance of expiration.
  5. System must allow users to change their own password after successfully logging into the application and enforce strong password functionality as discussed in item III. B
  6. System must support a 'forgotten password' functionality that requires the user to enter their e-mail address account ID. If the ID exists as a valid account (that is not locked and/or disabled), the system will then generate a new, random password that will be e-mailed to the user for a single use. The system will force the user to change this password after successfully logging in
  7. System must allow the system administrator to restrict user account access by system function (query, export, report, etc.), facility, and/or jurisdiction. System shall provide an audit log of access changes.



8. System must store all passwords in an industry standard encrypted format.
9. System must not use schema owner or privileged user (SYS, SYSTEM, etc) to connect to the database.
10. System must use least privilege to connect to database. The user utilized to connect to the database for configuring strong password parameters shall not be the same user connecting to the database for other administrative processes and shall not be the same user connecting to the database for update, or the user connecting to the database for query, etc.
11. System shall be tested to mitigate the Top 25 Most Dangerous Programming Errors as developed by SANS/Mitre. This may be found on-line at <http://cwe.mitre.org/top25>. Any individual exceptions within the Top 25 must be evaluated by DHHR MIS.

Data Validation – The system will always perform the following data validation checks at a minimum:

- A. System shall always cleanse input strings to provide that only allowable characters be entered into the database. These characters would be numbers, upper and lower case letters, and a very limited number of special characters (for example: a single quotation mark (') shall never be allowed).
- B. After input validation and before leaving the current data entry screen, the system shall clearly indicate to the user any missing or incorrect required data specific to the screen. System shall show warning results as a group of any missing or incorrect required data specific to the screen.
- C. Any specific validations specified by the system administrator (see III. 7).

#### IV. VENDOR AGREEMENT

Vendor agrees to meet all requirements stated below upon successful quotation acceptance.

- A. Each vendor should describe their or their subcontractor's manufacturer's policy and procedures concerning warranties, both on workmanship and material, as applicable to this work.
- B. Each vendor must comply with all of the WV Office of Technology and WV DHHR security policies for IT services and applications that are developed for deployment on the WV DHHR network.
- C. Each vendor must document previous work experience with State(s) using SDWIS/State in conjunction with the vendor's product.
- D. The selected vendor must provide support and maintenance for the life of the contract and any renewals that may occur.

#### V. AGENCY AGREEMENT REQUIREMENTS

Agency agrees to meet all requirements stated below upon successful quotation acceptance.

- A. OEHS will provide access to SDWIS and Lab to State to the extent needed to develop Deliverable 2. OEHS will provide the current paper copy of the monthly operational reports and may modify the reports at the vendor's request; however, all reporting elements must be retained, in order for Deliverable 3 to be achieved.
- B. OEHS will provide items specified under Section III Specifications Deliverable 1.

Complete the Bid Sheet below.

## Bid Sheet

Tasks (includes all components as described in specifications)	Deliverable Due Dates	Vendor Quotation Cost for Tasks
<p>DELIVERABLE #1: Delivery of a Node Product that meets the specifications of the National Environmental Exchange Network version 2.0.</p>	<p>Within the first 5 months of contract date</p>	<p>\$</p>
<p>DELIVERABLE #2: Development of an exchange interface to use the software known as Lab to State for Laboratories and/or public water systems to transfer data over the internet into the existing Safe Drinking Water Information System/State version (SDWIS/State) which already exists within the WV DHR environment.</p>	<p>Within the first 7 months of contract date</p>	<p>\$</p>
<p>DELIVERABLE #3: Development of an exchange interface and software for public water systems to enter an electronic version of existing or DHR Monthly Operational reports, either by upload or by manual, on-line entry through a web form, transfer this information through the Node into SDWIS/State and be CROMERR compliant.</p>	<p>Within the first 9 months of contract date</p>	<p>\$</p>
<p>DELIVERABLE #4: <b>(Deductive Alternate)</b> Development of an exchange interface to allow water and wastewater operators plus water well drillers and pump installers, to view the information currently in SWOCS/SDWIS or associated databases through a vendor developed interface that establishes an individual user name and password for the operators, drillers and pump installers. Note: This deliverable will be a deductive alternative. In the event that the total cost of completed project exceeds the funds available, this deliverable may be deducted to complete the previous three deliverables.</p>	<p>Within the first 11 months of contract date</p>	<p>\$</p>
<p><b>Total cost of completed Project</b></p>		

## METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified responsible Bidder does not exceed the amount of funds estimated by the Department, as available to finance the contract, the contract will be awarded. In the event that the bid for total cost of completed project exceeds the amount of funds estimated by the Department, the Deductive Alternate will be implemented and the lowest bidder for Deliverables 1, 2 and 3 will be selected. If the cost of Deliverables 1, 2 and 3 exceed the available funds, the Department may reject all bids.

The Department reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids

## TERM OF CONTRACT

This contract will be effective (date set upon award) and shall extend for the period of one (1) year.

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.