



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
WSH10003

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/24/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		031-06		
<p>***** MANDATORY PRE-BID MEETING ON 7/9/9 AT 1:00 PM IN THE BUSINESS OFFICE AT: WILLIAM R. SHARPE, JR. HOSPITAL 936 SHARPE HOSPITAL ROAD, WESTON, WV 26452 NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. *****</p>						
<p>PERIODIC/PREVENTATIVE/PREDICTIVE MAINTENANCE</p>						
<p>EXHIBIT 1</p>						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>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) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>CONTRACTOR IS TO TRAIN AND CERTIFY THE INSTITUTIONS OPERATORS TO PERFORM NORMAL OPERATOR MAINTENANCE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS TO INCLUDE PRE-OPERATION, DURING OPERATION, POST-OPERATION AND PERIODIC/PREVENTATIVE/PREDICTIVE MAINTENANCE ON CONTROL SYSTEMS FOR HEATING, VENTILATION AND AIR CONDITIONING SYSTEM, OPERATOR MAINTENANCE TRAINING AND RESULTS. PERFORM PERIODIC/PREVENTATIVE/PREDICTIVE BEYOND THE CAPABILITY OF THE OPERATORS ON CONTROL SYSTEM FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT WILLIAM R. SHARPE, JR. HOSPITAL LOCATED IN WESTON, WEST VIRGINIA 26452.</p> <p>(SEE ATTACHED SPECIFICATIONS)</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/10/2009. 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: -----RW/FILE 22----- RFQ. NO.: -----WSH10003----- BID OPENING DATE: -----7/28/2009----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ WSH10003 ***** TOTAL: _____						

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WSH10003 -- PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE FOR HEATING, VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS

PERIODIC / PREVENTIVE / PREDICTIVE MAINTENANCE FOR HEATING, VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS

SPECIFICATIONS

Periodic/preventive/predictive maintenance. Train and certify operators to perform normal operator maintenance in accordance with manufacturers' specifications to include pre-operation, during operation, post-operation, and periodic/preventive/predictive maintenance on Control Systems for heating, Ventilation and Air Conditioning System. Periodically test/inspect/check operator maintenance performance, effectiveness of operator maintenance training and results. Perform periodic/preventive/predictive maintenance beyond the capability of the operators on Control System for Heating, Ventilation and Air Conditioning (HVAC) System at William R. Sharpe, Jr. Hospital located in Weston, West Virginia 26452.

GENERAL CONDITIONS

It is the intent of the Hospital to purchase only those services as listed. However, the Hospital reserves the right to add or delete from the quantities shown as required.

SCOPE OF WORK

Contractor will furnish all labor, material and equipment necessary to provide periodic/preventive/predictive maintenance in accordance with manufacturer's recommendations other than normal operation maintenance and service on:

Complete HVAC System and Control Equipment Consists of:

1. Air Handling Units:

Manufacturer	Model #	Serial #	Type
York International	YCM-04X-E	M0493-7115	100%OA
York International	YCM-03X	M0493-7116	100%OA
York International	YCM-05X	M0493-7117	100%OA
York International	YCM-01X	M0493-01X	100%OA
Dectron	DS-080-43	7715	Dryotron
York International	YCM-04X	M0493-7119	100%OA
York International	YCM-01X	M0493-7120	100%OA
York International	YCM-02X	M0493-7121	100%OA
York International	YCM-02X	M0493-7122	100%OA
York International	YCM-01X	M0493-7123	100%OA
Dunham Bush	HCS10MF108201	1083201A93E	Mixed A
Dunham Bush	HCS10MF103202	1083202A93E	Mixed A

All of the above 100% outside air units have Heat Wheels.

Carrier Split System	38HDC048610	4696x35660
Witt	CDS020VH	248832J97

WSH10003 -- PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE FOR HEATING, VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS

2. Heating Water System:

A. Boilers (3 total)

Ajax	WGM-8500-D	81958	Hot Water
Ajax	WGM-8500-D	81957	Hot Water
Ajax	WGM-8500-D	81959	Hot Water

Contractor will provide annual start-up and shut down of boilers

B. Hot Water Pump and Motor

Pumps "TA" Horizontal Split Case Base Mounted
2 each Taco (TA1038 13.6 B2N1B2L0) Frame N

C. Motors

2 US Elec. ID#V08V17R063R 50Hp
ID#V09V231R060R-1 50 Hp

Contractor must include all other associated equipment, such as expansion tank, piping valves, and all other incidental parts.

3. Chilled Water System

A. Chillers (2 total)

Carrier	10XB54003501	465344	Cntfcl.
Carrier	10XB54003501	465334	Cntfcl.

Contractor will provide annual start-up and shut down including vibration analysis.

B. Cooling Towers (2 total)

Baltimore Aircoil	VTI-507-OCPX	93100081
Baltimore Aircoil	VTI-507-OCPX	93100082

Contractor will provide annual start-up and shut down

C. Chilled Water Pumps and Motors (2 total)

D. Pumps (2 each) – Model # TA1238 13.5 B2P1B2L0 Frame P

E. Motors Fram 364T

2 US Elec. ID#H009W01V309R102M 60Hp

Contractor must include all other associated equipment, such as expansion tank, piping, valves, and all other incidental parts.

F. Condenser Water Pumps and Motors (2 total)

G. Pumps "TA" Horizontal split Case Base Mounted

2 each Taco 1500 gpm (TA2038 12.0 B2M1C2L0) Frame M

H. Motors

2 US Elec. ID#V10V255R094R-2 G200 25Hp
ID#V09V231R060R-000130 25Hp

WSH10003 -- PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE FOR HEATING, VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS

I. Air Compressor Unit

Ingersoll-Rand	0204290185	2475D5	Max PSIG 175#
Curtis		12DS9E	

4. Exhaust and Make-up Air Units

A. Make-Up Units (4 Total)

Captive Aire Sys. Inc.	HMUA 12-12	40151-1	MH 15054
Captive Aire Sys. Inc.	HMUA 12-12	40151-2	MH 15054
Captive Aire Sys. Inc.	HMUA 12-12	40151-3	MH 15054
Captive Aire Sys. Inc.	HMUA 12-12	40151-4	MH 15054

B. Exhaust Units (5 Total)

Penn Power Ventilator	FX16BFT		
ACME Eng. Manu Corp.	829378	USWH43480	Centrimaster
Captive Aire Sys. Inc.	NCA18B		770
Loren Cook	100C2B		

5. Fan Coil System (8 Units in the Maintenance Building)

International Environmental Corp 93ec (Model) CXW03

6. Control System

Johnson Control Incorporated Metasys Control System and software, 212 VAVs, NCMs, PC Workstation, control and actuating air system and all other related control equipment.

Vendor must include the following diagnostic services:

- Contractor must provide two (2) spectrochemical oil analyses and two (2) vibration analyses per year on the chiller and one (1) electronic flue gas analyses on the boiler.
- The contractor will also drain, clean and refill the cooling tower once a year.
- The contractor will train the hospital personnel to perform normal operator maintenance consisting of pre-operational, operational, post-operational maintenance and will provide the necessary diagnostic and special tools required for this work.
- Contractor will inspect the work of hospital personnel monthly to ensure adequateness of operator maintenance and needs for changes in procedures and/or additional training for hospital personnel.
- Contractor will perform maintenance in accordance with manufactures specifications. This includes all periodic/preventive/predictive and repair maintenance.

WSH10003 -- PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE FOR HEATING, VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS

- Contractor will arrange for external inspections required by law, insurance, manufacturer, and/or management of the Hospital and ensure equipment is prepared for inspections as required.
- The contractor will maintain adequate "on hand" spare parts and equipment to ensure continued equipment operation. (may be stored on premises)
- The terms "Complete HVAC System and Control Equipment" means everything related to the system, including piping, hardware, software, and anything incidental to maintain the operation of this Control Equipment and HVAC System whether listed or not.
- The contractor is responsible for securing technical data for the entire Control and HVAC System as required.
- Contractor's management representative must visit facility at least quarterly, but all problems will be communicated with the vendor and must be resolved or addressed when they arise.
- At the conclusion of the contract period, the contractor is responsible for ensuring that all systems are in first-class condition and any discrepancies/malfunctions corrected. A joint inspection, including existing contractor and representatives of William R. Sharpe, Jr. Hospital will be required and existing contractor must correct any discrepancies prior to receiving final payment. A detailed on-site inspection of facilities to be serviced/controlled is mandatory prior to bidding.

CONTRACT

Vendor will furnish all labor, materials and equipment necessary to perform the above described functions listed.

The program shall consist of:

1. Periodic/Preventive/Predictive Maintenance

Each month a periodic/preventive/predictive maintenance calls will be scheduled by the vendor, the hospital will be informed of what maintenance functions will be performed. William R. Sharpe, Jr. Hospital will receive a copy of the periodic/preventive/predictive maintenance schedule at least 30 days prior to the call date.

2. Component Replacement

Any worn, defective or doubtful components or parts shall be repaired or replaced at no additional cost above stated contract price.

3. Emergency/Corrective Maintenance

Twenty-four (24) hour, Seven (7) days a week emergency/corrective service including overtime and parts of material will be provided at no additional cost above stated contract price.

Contractor must be available to customer at any time and respond within four (4) hours after notification of system problems. Contractors must maintain a 24 hour manned telephone to accept service calls. William R. Sharpe, Jr. Hospital

**WSH10003 -- PERIODIC/PREVENTIVE/PREDICTIVE MAINTENANCE FOR HEATING,
VENTILATION AND AIRCONDITIONING CONTROL AND MECHANICAL SYSTEMS**

reserves the right to bill the service contractor \$100.00 per hour for each hour over the maximum four (4) hour allowance.

The contractor must maintain a stock of the following emergency repair items:

BELTS – Goodyear or a brand of equal quality

Quantity	Item	Quantity	Item
3	BX96	4	3VX475
2	BX85	2	BX83
3	BX83	2	BX42
3	BX51	3	BX90
4	BX96	3	3VX475
3	BX90	2	BX85
2	BX83	2	BX42
4	3VX315	3	BX40
2	BX81	2	AX38
3	BX88		

BEARINGS

Quantity	Item
4	Browning VPS-239 2-7/16"
4	Dodge P2B-SCAH-115 1-15/16"
4	Browning VPS-239 2-7/16"
4	Browning VPS-227 1-11/16"
2	Browning VPS 223 1-7/16"
4	Browning VPS 219 1-3/16"

The contractor will be paid monthly in arrears.

Evaluation of Bids:

Contract will be awarded to the responsive and responsible vendor with the lowest cost to the facility.

WSH10003 --

Roberta:

Life of Contract: One year with two (2) one year renewal periods.

Mandatory Vendor Prebid Conference will be held on July 9, 2009 at 1:00 PM in the
Business Office at: William R Sharpe Jr. Hospital
936 Sharpe Hospital Road
Weston, West Virginia 26452

All interested vendors must attend this mandatory prebid conference in order to be considered for an award of a contract.

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: _____

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.