

**PODZEY** 

RFQ COPY

TYPE NAME/ADDRESS HERE

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

#### Request for Quotation

CSE11132

PAGÉ 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147

1350 CAPITOL STREET CHARLESTON, WV

25301-3703

304-558-1649

DATER	RINTED	TE	RMS OF SA	LE	SHIP	VΙΑ	000000	F.O.B.		FREIGHT TERMS
	/2011									
BID OPENING DA	ATE:	3/31/:	2011	45555555555555	•	BID C	PEN	VING TIME	01:	30PM
LINE	QUAI	NTITY	UOP	CAT, NO	ITEMINU	MBER		UNITPRICE		AMOUNT
0.01			TD.		48-74					
001		1	ЛВ		40-74					
	STATEWI	DE GEI	ETIC	TEST	NG SERVI	CES				
	mite bite	אבו דו אבו	70 0117	T D CI	DDODU ENI		J	S SOLICIT	TNC	
	BIDS FO	R A VI	NDOR	TO PF		TEWIDE	GEN	SOLICIT		
							-		. •	
				-		•				
	EXHIBIT	3							-1	·
	LIFE OF	CONTI	1	l .	S CONTRAC			EFFECTIVE	ON	
	i i		SUCH	"REA		TIME" TH	ERE	EAFTER AS	IS	
	CRIGINA	T COM	RACT.	THE	"REASONA	ABLE TIM	Ε"	PERIOD SH		
	TIME" I	HE VE	DOR M	AY TE	RMINATE 1	HIS CON	TRA	ACT FOR ANGLING 30 DA	Y	·
	WRITTEN		!		DIRECTOR	OF FORC	11.5	SING SU DA	1.0	
	IN THIS	CONTE	ACT I	OCUME		CERMS, C	ONE	ELSEWHERE DITIONS AND OF THE	D	
	CONTRAC				·					
	RENEWAL WRITTEN	: THIS	CONT	RACT	MAY BE RE SPENDING	ENEWED U	PON TD V	THE MUTU	AL	
	SUBMITT	ED TO	THE D	IRECT	OR OF PUF	CHASING	TH	IIRTY (30)		
			1	1	ATION DAT			RENEWAL SHI		,
								TWO (2) O		
SIGNATURE	I		1	SEE RE	I VERSE SIDE FOR T	ERMS AND CO	NDITIC	ons	DATE	I
			-							
TITLE		F	EIN					ADDRESS CI	HANGES	TO BE NOTED ABOVE

### 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

### Request for Quotation

CSE11132

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

RFÇ	COPY	
TYPE	NAME/ADDRESS	HERE

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

DATE PRIN	NTED	TER	MS OF SAL	E	SHIP V	A	F	О.В.		FREIGHTTERMS
02/24/										
BID OPENING DATE		3/31/2	011			BID C	PENING	TIME	01;3	OPM
LINE	QUAN	YTITY	UOP	CAT NO	ITEM NUM	IBER	UN	IT PRICE		AMOUNT
	2 0000000000000000000000000000000000000			<u>bataan kaan baan f</u>		000000000000000000000000000000000000000	<u> </u>			
	(1) YEA	דמיזות מ	ODG							
	(I) IEA	K PEKI	. מעט.							
	CANCELL	ATION	THE	DIREC	TOR OF PU	RCHASIN	G RESER	VES THE	ļ.	
					NTRACT IM					
	NOTICE	TO THE	VENI	OR II	THE COMM	ODITIES	AND/OF	SERVIC	ES	
	SUPPLIE	D ARE	OF AN	INFE	RIOR QUAL	ITY OR	DO NOT	CONFORM		
	TO THE	SPECIE	'ICATI	ONS (	F THE BID	AND CO	NTRACT	HEREIN.		
	ſ				DIRECTOR				·	
					IIT TO PUR ING OF A					
	,				ED ON THI					
	1	•			MERGENCIE					
					OT LIMITE					
					PATED IN					
	of work	.)								
	-T		r .		LISTED IN		_			
	F .	,			SED ON ES '. IT IS					
					COVER TH					
					RING THE					
					AN THE QU					
				,	<del></del>		•			
					NDING UNI					
					ORDER (FO			•		
					IES COVER					
					E WV-39 S FOR SHIP				'	
					G DIVISIO					
					G UNIT.					
	BANKRUP				NT THE VE					
					ON, THIS					
		ULL AN	וסע ע	D, AN	D IS TERM	INATED	WITHOUT	' FURTHE	R	•
	ORDER.			SEERF	ERSE SIDE FOR T	RMS AND CON	I IDITIONS			
SIGNATURE						TELEPHONE		<b>a</b>	ATE	<u> </u>
TITLE		lfe	IN	·						
····		l' -	/				AD	DRESS CHAN	IGES TO	D BE NOTED ABOVE



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50180 Post Office Box 50130 Charleston, WV 25305-0130

CSE11132

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

304-<u>558-0067</u>

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT

ROOM 147

350 CAPITOL STREET

CHARLESTON, WV

25301-3703

304-558-1649

DATE PR	RINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHTTERMS
02/24					
OPENING DA	<sup>TE:</sup> 03/31		BID C	PENING TIME	01:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNITPRICE	AMOUNT
	unter the reservoir end and creat considers	naan bandanaahanaan binaanamidaan		<u> </u>	
			· ·		
			S CONTAINED IN T		
		1 ' 1	ALL SUBSEQUENT		
			PEAR ON ANY ATTA		
			LISTS, ORDER FO		
		MEDIUM SUCH	TCE AGREEMENTS, I	NCTODING WAI	
	ELECTRONIC .	MEDIUM SUCH	AS CD-ROM.		
	REV. 04/11/	2007			
	NEV. 04/11/	2901			
	]		] .	,	
11	INQUIRIES				
	1 —	SHTONG SHAT.	BE ACCEPTED THE	OTICH CLOSE OF	
	BUSINESS ON		011. QUESTIONS		
			RIER OR E-MAIL.		•
			ES AN UNFAIR ADV		
•			VILL BE ANSWERED		
			ONS ARE PREFERRE		
	INQUIRIES T	- T		,	
•					
	ROBERTA WAG	NER	i e		
	DEPARTMENT	OR ADMINIST	ATION		
	PURCHASING	DIVISION			
	2019 WASHIN	GTON STREET	, EAST		
	CHARLESTON,	₩V 253 11	ł		
	FAX: 304-55				,
•	E-MAIL: ROB	erta . a . wagni	R@WV.GOV	•	
	TOGAT GOTTEN		IDIT E 66 BITE 7		
	LOCAL GOVER	1 1	•	ENDOR INDICATE	ა
	ти тив RTD	HIS REFUSAL	TO EXTEND THE PF VERSE SIDE FOR TERMS AND CO		
NATURE			TELEPHONE		ATE
LE		FEIN			
		1 CEIN		I ADDDEGG GUAR	IGES TO BE NOTED ABOVE



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

#### Request for Quotation

CSE11132

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

304-558-0067

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT

ROOM 147

350 CAPITOL STREET CHARLESTON, WV

> 25301-3703 304-558-1649

TERMS OF SALE FREIGHTTERMS DATE PRINTED SHIP VIA FOB 02/24/2011 BID OPENING DATE: 03/31/2011 BID OPENING TIME QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST IF THE VENDOR DOES NOT WISH TO EXTEND THE VIRGINIA. grices, terms, and conditions of the bid to all POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 THE STATE OF WEST VIRGINIA PURCHASING CARD ACCEPTANCE: CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH THE SUCCESSFUL VENDOR IS ISSUED THROUGH A BANK. MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. COST PER SAMPLE ITEM 1: BUCCAL SWAB COLLECTION & \$.... EACH ANALYSIS BY WENDOR ITEM 2: COST PER SAMPLE BUCCAL SWAB COLLECTION BY \$... EACH ECSE/ANALYSIS BY VENDOR ITEM 3: COST PER SAMPLE SPECIAL CIRCUMSTANCES-DECEASED \$.... EACH INDIVIDUAL, dolledtion/ANALYSIS OF BLOOD OR OTHER TISSUE SAMPLES VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



ENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

#### Request for Quotation

CSE11132

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147

T 350 CAPITOL STREET CHARLESTON, WV

25301-3703 304-558-1649

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS F.O.B. 02/24/2011 BID OPENING DATE: 03/31/2011 BID OPENING TIME CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ---RFQ. NO.:----HID OPENING DATE: ------03/31/2011----PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE



と思えのの民

RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

CSE11132

PΑ	G	
	6	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

333	
	HEALTH AND HUMAN RESOURCES
	CHILD SUPPORT ENFORCEMENT
9	ROOM 147
Т	350 CAPITOL STREET
O	CHARLESTON, WV

25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIPVIA	F.O.B.	FREIGHT TERMS
02/24/2011 BID OPENING DATE: 0				
535535555555555555555555555555555555555	3/31/2011	BID O	PENING TIME 01:	30PM
LINE QUAN	ITITY UOP CAT	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT	PERSON (PLEASE	PRINT CLEARLY):		· •
		,		
			· .	
*****	THIS IS THE ENI	OF RFQ CSE111	32 ***** TOTAL:	
			e e e e e e e e e e e e e e e e e e e	
•				
			÷	
·				
		÷		
DOMETINE	SEE RE	VERSE SIDE FOR TERMS AND CON		
SIGNATURE		TELEPHONE	DATE	
TITLE	FEIN		ADDRESS CHANGES	TO BE NOTED ABOVE

#### **General Information:**

The purpose of this procurement is to provide the Bureau for Child Support Enforcement, hereinafter referred to as "the Agency," with genetic testing capability to determine and establish paternity through the collection of tissue samples, the testing and analysis of such samples by accepted scientific techniques, and the reporting of said test results to the Agency, as well as providing expert testimony when necessary in judicial proceedings.

The Bureau for Child Support Enforcement is an agency within the West Virginia Department of Health and Human Resources and is the State entity responsible for assisting in the establishment of paternity, child support obligations, and the collection of child and spousal support. The Agency is responsible for administering the State's child support enforcement program pursuant to Title IV-D of the Social Security Act. The Agency provides services in all fifty-five (55) counties of West Virginia and maintains offices in fifty-four (54) counties.

For the period of 2009-2010, West Virginia had approximately 9,205 children born out-of-wedlock with paternity at issue. One-third of these children will require paternity adjudication and possibly genetic testing.

#### Scope of Work:

The Vendor shall be responsible for establishing and maintaining sufficient and adequate space, equipment, facilities, and the necessary supplies. Vendor shall maintain a safe and acceptable standard of performance based upon American Association of Blood Banking (AABB) standards. At a minimum, The Vendor shall do the following:

- 1. The Vendor shall maintain competent and adequate employees for performing the required collection of genetic samples, testing and analysis of said samples, reporting the results of the analysis, and providing expert testimony when required. One (1) staff member shall have a PhD from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
- 2. The Vendor shall maintain a laboratory that meets or exceeds AABB standards in full compliance with the relevant safety codes for performing genetic testing and for proper disposal of medical waste;
- 3. The Vendor shall maintain comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required;

- 4. The Vendor shall maintain appropriate storage methods and availability of genetic specimens for a minimum of five (5) years;
- 5. The Vendor shall handle, process, and test samples in a manner that will ensure accuracy;
- 6. The Vendor shall perform tests using only AABB-approved methods which are independently verified by the Vendor;
- 7. The Vendor shall perform tests using the appropriate sample controls to ensure the validity of the test results;
- 8. The Vendor shall maintain a Manual detailing all policies and procedures used in the Vendor's genetic testing process. This Manual must be reviewed and updated at least annually by the Vendor. The Vendor shall provide notification of all changes to the Agency within thirty (30) days of said change.

#### Services to be Provided:

- A. The Vendor shall provide the service of genetic testing to aid in the establishment of paternity for all child support cases in West Virginia which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father. The Vendor shall respond to all requests from any of the Agency's offices.
- B. The Vendor shall provide online appointment scheduling. The Vendor will provide the ability to choose the collection site, time, and date of the appointment, with immediate confirmation, via the Vendor's online appointment scheduling. Such capability shall be available by the Vendor upon the award of this contract.
- C. The Vendor shall provide training in genetic sample collection methods and the procedural process for the handling of samples for the Agency employees who will be involved in the collection of genetic specimens. The training shall be completed within six months of award of contract. Collection training shall be provided at each Agency office by instructors of the Vendor who are certified to provide such training. Said instructors shall appear with necessary genetic collection supplies, kits, and documents for the collection training. The Vendor will provide certificates of completion to each Agency employee who successfully completes the training. In addition, the Vendor shall provide four (4) training

DVDs to be maintained at the Agency's main office at 350 Capitol Street Room 147, Charleston, West Virginia. The Vendor shall provide continuing education related to genetic testing as established, recommended, and/or required by the industry, as necessary.

- D. The Vendor shall furnish, free of charge, postage-paid genetic testing kits for use by the Agency's employees to collect genetic samples. These genetic testing kits shall contain individual identification forms and labels, and the necessary equipment for obtaining samples from all persons subject to testing, which may include, but shall not be limited to, the child, the mother, and the alleged father.
- E. The Vendor shall furnish each Agency office with all equipment necessary to perform the collection of genetic samples, including but not limited to instant cameras and film, fingerprint ink pads, and client authorization forms. An inventory of kits and necessary equipment shall be maintained in each Agency office. The Vendor shall also provide each Agency office with appropriate personal protective equipment, pursuant to industry standards, necessary to ensure the health and safety of Agency staff during the collection process.
- F. The Vendor shall provide electronic verification to the appropriate Agency office within one (1) working day of the Vendor's sample collection date to advise who appeared for testing, who did not, and whether there were any problems associated with the sample. This information shall be available on the Vendor's secure website or emailed to the Agency's requestor. The electronic verification shall be in a format approved by the Agency.
- G. The Vendor shall provide online tracking of each specimen's progress from collection to testing, review, and report. The Vendor shall provide tracking which shall include, but not be limited to, names of parties who did and did not appear for testing, any problems associated with the sample, receipt by the laboratory, testing completion, and online availability of genetic test results. Such capability shall be available upon the award of this contract.
- H. The Vendor shall provide secure shipping services for the genetic samples collected by the Agency which will ensure timely pickup, overnight delivery to the Vendor, and prevent said samples from becoming outdated or contaminated. The BCSE shall timely advise the Vendor or the shipper, at the Vendor's direction, of the need for same day or next day pickup of genetic samples.
- I. The Vendor shall commence testing immediately upon the receipt of the genetic

- samples unless the Vendor determines that testing is impossible due to contamination, outdated samples, or samples that are otherwise compromised.
- J. The Vendor shall perform an evaluation of a minimum of fifteen (15) genetic testing systems to calculate the Combined Paternity Index and Probability of Paternity which will result in a cumulative probability of inclusion of at least 99%.
- K. The Vendor shall confirm a finding of non-paternity by exclusions in a minimum of three (3) genetic testing systems. Exclusions shall be verified to AABB standards, including but not limited to testing in duplicate and review by a senior staff member.
- L. The Vendor immediately shall forward a written report showing the results of the tests to the Agency's requesting office upon completion of the tests. The maximum acceptable turnaround time of the report shall be no greater than fifteen (15) working days from the date all samples are received in the laboratory until the report is received by the Agency. The Vendor shall have the capability to provide an imaged copy of the written report immediately upon its completion.
- M. Upon request, the Vendor shall conduct necessary training seminars for court or IV-D personnel concerned with DNA analysis in paternity establishment actions. The Vendor shall keep the Agency abreast of all innovations and occurrences related to genetic testing as these become available and accepted as industry standard.
- N. The Vendor shall provide a minimum of one collector of genetic samples and one (1) collection site in each of the fifty-five (55) counties of West Virginia. Said collection sites shall be available for appointments for a minimum of one (1) day per week.
- O. The Vendor shall provide a collector of genetic samples for a minimum of one (1) day per week at each collection site. The collection shall be conducted at a laboratory of the Vendor, or other acceptable facility, as agreed upon by the Agency and the Vendor. The Vendor shall provide a collector to obtain genetic samples from incarcerated individuals within thirty (30) days following the Agency's request.
- P. The Vendor shall provide collection of genetic samples from individuals residing in all states and the U.S. territories within thirty (30) days following the Agency's request.

Q. The Vendor shall provide expert testimony at no additional cost, if requested. Expert testimony may include court appearances and testimony by deposition in West Virginia or another state. An expert witness is one who has a M.D. or Ph.D. in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field or one who has a minimum of two years recent experience as an expert witness in the application of genetic testing in genetic evaluation. In the event that expert witness appearance is required for out-of-state cases, the Vendor will not charge any additional costs associated with out-of-state travel. (During the years of 2005-2010, no expert testimony was required.)

#### Personnel:

The Vendor shall have a direct contractual relationship with its collectors of genetic samples. The Vendor shall employ a sufficient number of trained and certified collectors of genetic samples to provide a minimum of one (1) collector per collection site on each scheduled day of testing.

The Vendor shall provide adequate written proof to the Agency that adequate and proper training has been given to each collector and said collector has successfully passed a written test. At no time shall a collector of the Vendor conduct a genetic testing procedure without a satisfactory test score.

The Vendor's testing facility shall be under the direct supervision of an individual who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by AABB standards. Such continuing education shall be required as essential to the Vendor's successful operation. Proof of participation shall be provided by the Vendor upon request.

The Vendor shall ensure that all results are interpreted by individuals who are qualified to perform genetic analysis. It shall be the responsibility of the Vendor to ascertain and maintain the competency of its technical staff.

#### Identification, Specimen Collection, and Documentation:

The Vendor shall provide any and all equipment needed to make sure all parties are properly identified. The Vendor shall photograph each individual who appears for testing. The photograph shall be processed immediately and signed by the person being tested or his/her guardian.

The Vendor shall require at least one (1) photo identification from each person being tested, except for the minor child. A driver's license or other State photo identification card is preferred. A government-issued ID is acceptable. The Vendor shall consult with the Agency's Legal Services Unit if proof of identification of a person being tested is unavailable.

The Vendor shall make a record of all identifying information of each person being tested. This should include, but is not limited to, social security number, name, the relationship to the child, race, and the place and date of the specimen collection. The information shall be verified by the signature of the person being tested or his/her guardian.

The Vendor shall provide any and all equipment needed to make sure the genetic specimens of all persons are properly identified. The Vendor shall provide all supplies necessary for the collection, preservation, preparation and shipment of specimens in a manner that will preclude contamination, tampering or substitution of specimens.

The Vendor shall not charge the Agency for a collection fee or no-show fee in the event a person does not show up at the scheduled time and place for the specimen collection. The Vendor shall assume all costs in the event a recollection of specimens is necessary due to error of the Vendor or the Agency.

#### Storage and Handling:

The Vendor shall provide secure shipping services for the pickup of genetic specimens from the Agency for overnight delivery to the Vendor and provide a method to document the chain of custody of said specimens.

The Vendor shall provide adequate and proper storage and handling of the genetic specimens in the testing facility to ensure that the specimens are not tampered with, contaminated, or compromised in any way.

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

#### Report of the Test Results:

The Vendor's written report shall be notarized and provided to the Agency's requesting office within fifteen (15) working days of obtaining all genetic specimens in a case. The Vendor's report shall include the following:

- A. the date(s) of collection of the samples and the date(s) of the test;
- B. the civil action number assigned to the case by the court;
- C. the names and relationships of each person tested to the child;
- D. the designation of racial origin of each person tested, for calculation purposes;
- E. the phenotypes established for each person in each of the fifteen (15) genetic systems examined;
- F. the signature of the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
- G. a statement of whether or not the alleged father can be excluded; and
- H. verification of the chain of custody of the specimen to ensure admissibility at trial.

If the report finds the alleged father cannot be excluded, then the Vendor's report shall include the individual paternity index for each genetic system reported, the Combined Paternity Index, and Probability of Paternity no less than 99%, the prior probabilities used to calculate the probability of paternity, and other mathematical or verbal expressions. If other calculations are used, the Vendor should explain and define.

If the test results are inconclusive or contradictory, the Vendor shall not issue a report. Rather, the Vendor shall notify the Agency of the circumstances which require additional testing. Such testing shall be conducted by the Vendor, as may be appropriate, at no additional cost to the Agency.

The Vendor shall retain a copy of all test results for a minimum of five (5) years.

#### Paternity Calculations:

Computer-assisted analysis shall be reviewed, verified, and signed by the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field. The calculation method shall be validated, and gene and haplotype frequencies shall have been obtained from examination populations of adequate size. All calculations shall be done in duplicate. This shall be accomplished by overlapping genetic tests or complete duplication of the testing.

#### **DNA Testing:**

Testing shall provide for appropriate controls for the type of test which is being used. All tests must conform to the AABB Standards for Relationship Testing. The Vendor shall have the ability to perform genetic testing on any genetic specimen, including but not limited to blood, tissue, nails, teeth, bone, and hair samples. In the majority of cases, the Vendor shall perform buccal swab testing or a similar medically-acceptable technique.

#### **Service Documentation:**

The Vendor shall maintain all records required by the Department of Health and Human Resources and/or the Bureau for Child Support Enforcement. Narrative and statistical data shall be produced at the request of either the Department of Health and Human Resources or the Bureau for Child Support Enforcement.

The Vendor shall provide a clear and concise monthly summary statement of all work completed to the Agency's requesting office. This report is due not later than the 15th day of the month following the month that services were provided.

#### **Mandatory Requirements:**

<u>References</u>: Vendor must provide five (5) current Title IV-D program references for providing genetic testing services in similar volumes as specified in this Request for Quotation. References shall include contact name, name of company, phone number, and approximate number of genetic tests performed per year for the customer.

<u>License Requirements:</u> Vendor shall be accredited by the American Association of Blood Banks as a genetic testing laboratory and have at least one (1) staff member who has a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field. Vendor shall have maintained AABB accreditation for the previous five (5) years.

**<u>Debarment and Suspension:</u>** Vendor must certify that no entity, agency, or person associated with the Vendor is debarred or suspended.

#### **Drug Free Workplace Act of 1988:**

Vendor must provide a drug free workplace, and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract. Vendor shall provide proof of certification or Vendor policy regarding same.

#### **General Terms and Conditions:**

#### **Insurance Requirements:**

The Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents.

The successful Vendor shall maintain and furnish proof to the Agency of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees. Said coverage shall be no less than the following amounts:

- 1. Bodily injury (including death): Minimum of \$1,000,000.00 per person, \$1,000,000.00 (One Million Dollars) per occurrence.
- 2. Property damage: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.
- 3. Professional liability: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.
- 4. Acts, errors and omissions: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.

Proof of Insurance shall be provided by the Vendor at the time the contract is awarded and the policy must remain in effect for the entire term of the contract.

#### **Purchasing Affidavit:**

West Virginia Code §5A-3-10a requires that all bidders submit an Affidavit regarding any debt owed to the State. The Affidavit must be signed and submitted prior to award.

#### **Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### **Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to

pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of any contract.

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

#### **Certifications Related to Lobbying:**

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

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

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

#### Vendor Relationship:

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

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

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

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

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

#### **Indemnification:**

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

#### **Governing Laws:**

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

#### Compliance with Laws and Regulations:

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

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied

upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

#### **Subcontracts/Joint Ventures:**

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

#### Term of Contract & Renewals:

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

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

#### **Non-Appropriation of Funds:**

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

#### Record Retention (Access & Confidentiality):

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

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

#### **Contract Termination:**

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

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

#### **Changes:**

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

necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identify any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change. No change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order as issued by the Purchasing Division and approved as to form, by the State Attorney General's Office.

#### **Vendor Compensation:**

The Vendor's compensation shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The Vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service.

The Vendor shall adjust the monthly invoice to reflect reimbursements owed to the Agency for related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services.

Invoices will be submitted and addressed to the West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement, 350 Capitol Street, Room 147, Charleston, West Virginia 25301-3703, Attention: Hal Pendell.

#### **Evaluation Process:**

Bids will be evaluated as to the lowest responsible bidder meeting specifications. The bid should be formatted in the same order, providing the information listed below: *Title page* —

- 1. State the RFQ Subject and number
- 2. Name of the Vendor, business address, and telephone number
- 3. Name of authorized contact person to speak on behalf of the Vendor
- 4. Date and sign.

Table of Contents — Clearly identify the material by section and page number.

Transmittal Letter — The transmittal letter should be in form of a standard business letter and signed by an individual authorized to legally bind the Vendor. It should include:

1. A statement indicating that the Vendor is a corporation or other legal entity;

- 2. A statement identifying all addenda to the bid (If there are no addenda, a statement to that effect must be included.);
- 3. A statement certifying that the person signing the bid is the person in the Vendor's organization that is responsible for, and authorized to make, decisions regarding the prices quoted;
- 4. A statement that the bid and all prices quoted shall remain valid for a period of one year after the closing date for the receipt of bids; and
- 5. A statement of agreement with all the terms and conditions presented in this RFQ, Exhibits and Appendices, if any, as well as any addenda to this RFQ.
- 6. The Vendor shall provide a statement and documentation of accreditation by the American Association of Blood Banking (AABB) for the current period and the previous five (5) years.
- 7. The Vendor must provide five (5) current Title IV-D program references for providing genetic testing services in similar volumes as specified in this Request for Quotation. References shall include contact name, name of company, phone number, and approximate number of genetic tests performed per year for the customer.

#### Costs:

The volumes on the following Cost Sheet are based upon historical data. Using the Cost Sheet, the Vendor shall provide a cost proposal that includes pricing for the Buccal Swab Collection/Analysis by Vendor and Buccal Swab Collection by BCSE/Analysis by Vendor. The Vendor must also provide a cost for Collection/Analysis in Special Circumstances.

#### GENETIC TESTING RFQ CSE11132

#### **COST QUOTATION**

	Description of Service (Establishment of Genetic Markers)	Cost per SAMPLE	<u>Estimated</u> Volume	<u>Estimated</u> Total	
1	Buccal Swab Collection and Analysis by Vendor		3,100		
2	Buccal Swab Collection by BCSE/ Analysis by Vendor		2,700		
3	Special Circumstances – Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples		10		
	Estimated Annual Total				

Vendor Name:	-	
vendor i varie.		 

Rev. 09/08

#### 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 preced-
	ing the date of this certification; <b>or</b> , 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; <b>or</b> , 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.
require	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es 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.

RFQ No. <u>CSE 11132</u>

### STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION**: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

#### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:				
Authorized Signature:		_ Date:		
State of				
County of, to-wit:				
Taken, subscribed, and sworn to before me this day	of	<del>-</del>	, 20	
My Commission expires	, 20			
AFFLY SEAL HERE	NOTARY PUBLIC			

# West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently care programs or in federal Department of Health and H	al procurement or nor	spended, or othe a-procurement pro	wise ineligible to pa ograms shall be hi	articipate in federal health red by the West Virginia			
I am am not curr health care programs or in t	am  am not  currently excluded, debarred, suspended, or otherwise ineligible to participate in federal ealth care programs or in federal procurement or non-procurement programs.						
<u> </u>	Signature	<u> </u>	Date				
I authorize and consent to Resources specifically to ineligible to participate in fe If hired, I also agree to peri by the West Virginia Depart	determine whether I deral health care prog odic conduct of additio	am currently exc rams or in federal nal such backgro	cluded, debarred, :   procurement or no	suspended, or otherwise on-procurement programs.			
I release any persons and to representatives, employees for damages of any kind that	<ul> <li>officers, or related per</li> </ul>	sonnel both individ	dually and collective	ly, from any and all liability			
For positive identification p This information is confider	urposes, the following itial and will not be use	information is rec d for any other pu	juired when conduc rposes ( <b>please pri</b> i	cting a background check.			
Name							
	last name		first name	middle initial			
Maiden/Other Names	(This should include other n	narried names by whic	h you have been known	.)			
Current Address		·	-				
	street/box# G		city	state			
NOTE: Your soc	ial security card i	nust be prese	nted for verific	ation purposes.			
Social Security #	<del>-</del> -		Date of Birth				
•				nonth/day/year			
Driver's License Number			State of Issue _				
	Signature		Date				
	The state of the s	lexuniral(iro)ri)	V. Tain News				
Office/Facility/Region/District			ı Person				
Fax Number		Rhone	Number				
		OPERUSERONE		Paster Commence			
HHS Maich Outcome		Negative					
GSAMatch, Getcome < 5	Positive -	Alegative.	Canitial	. Date			