



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
LAB7788

PAGE
I

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF LABOR
 1900 KANAWHA BOULEVARD EAST

CHARLESTON, WV
 25305 304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		924-20		
<p>EXAMINATION AND TESTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF LABOR, IS SOLICITING BIDS FOR THE DEVELOPMENT AND ADMINISTRATION OF CONTRACTOR LICENSE AND PLUMBERS LICENSE EXAMINATIONS PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE NO COST TO THE STATE FOR THE PERFORMANCE OF THE ABOVE REFERENCED SERVICES. THE VENDOR MUST CHARGE AND COLLECT THE APPROPRIATE FEE FROM EACH CANDIDATE REGISTERED FOR AN EXAMINATION, RE-EXAMINATION OR REVIEW.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/25/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS 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).



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<p>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 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) 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				LAB7788		
BID OPENING DATE:				02/10/2011		
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 LAB7788 ***** TOTAL: _____						

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SECTION 1 OPERATING ENVIRONMENT

1.1 Location

The Division of Labor is located at the State Capitol Complex, 1900 Kanawha Boulevard East, Building 6, Room 749B, Charleston, WV 25305.

1.2 Background

The contact person during the performance of the contract is:

Denise K. Brown
Administrative Services Manager
West Virginia Division of Labor
State Capitol Complex
1900 Kanawha Boulevard East
Building 6, Room 749B
Charleston, WV 25305

Telephone: (304) 558-7890, ext. 131
Facsimile: (304) 558-2452
Email: denise.k.brown@wv.gov

1.3 Contract Matters

1.3.1 Payment Terms and Conditions

There will be no cost to the State for the performance of services under a contract or purchase agreement. In consideration of products and services provided hereunder by the Vendor, the Vendor must charge and collect the appropriate fee from each candidate registered for an examination, reexamination, or review.

SECTION 2 PROCUREMENT SPECIFICATIONS

2.1 General Requirements – Contractor License

The Vendor must develop and administer an examination program in accordance with specifications approved by the Board. The Vendor must develop new forms as needed, including revising and updating examination items to include amendments to statutes and other applicable regulations.

General Requirements – Plumbers License

The Vendor must develop and administer an examination program in accordance with the adopted standards, International Plumbing Code, 2006 Edition, International Fuel Gas Code, 2006 Edition, and approved by the Commissioner of Labor (*Commissioner*).

2.2 Schedule of Events

Vendor must be able to implement all requirements of the contract by April 1, 2011.

2.3 Scope of Services

2.3.1 Categories of Contractor Examinations

The Vendor must develop an item bank of unique forms of examination questions for the following categories: Concrete Contractor; Electrical Contractor; Excavating Contractor; General Building Contractor; General Engineering Contractor; Heating, Ventilating and Cooling (“HVAC”) Contractor; Manufactured Home Installation Contractor; Masonry Contractor; Multifamily Contractor; Piping Contractor; Plumbing Contractor; Remodeling and Repair Contractor; Residential Contractor; Sprinklers and Fire Protection Contractor; Structural Steel Erection; and Utilities (Water and Sewer Projects).

2.3.1 Categories of Plumber Examinations

The Vendor must develop an item bank of unique forms of examination questions for the following categories: Master Plumber, Journeyman Plumber and Plumber-In-Training.

2.3.2 Business and Law Examination

The Vendor must also develop a “Business and Law” examination on the West Virginia contractor licensing laws and labor laws, and the rules and regulations of the various state and federal regulatory agencies. This examination must also include questions on organizing and managing a business, contracts, accounting terms and methods, estimating and bidding, project management, risk management, safety, financial management, tax laws, mechanics lien laws and general information relevant to the construction industry. Substitution of currently published business and law examinations is not acceptable.

2.3.3 Content of Contractor Examinations

Pursuant to West Virginia Code §21-11-6, each applicant for a Contractor license must pass an examination before a license is issued. Examinations must be

composed of multiple choice questions in accordance with the following schedule, and subject to the Board's approval:

<u>EXAMINATIONS – Open Book</u>	<u>QUESTIONS</u> (Approximate Number)
Business and Law	50
Concrete Contractor	50
Electrical Contractor	75
Excavating Contractor	50
General Building Contractor	80
General Engineering Contractor	80
Heating, Ventilating and Cooling Contractor	80
Manufactured Home Installation Contractor	65
Masonry Contractor	50
Multifamily Contractor	75
Piping Contractor	50
Plumbing Contractor	100
Remodeling and Repair Contractor	50
Residential Contractor	60
Sprinklers and Fire Protection	80
Structural Steel Erection	50
Utilities (Water and Sewer Projects)	50

2.3.3 Content of Plumber Examinations

Pursuant to West Virginia Code §21-14-1, each applicant for a Plumber license must pass an examination before a license is issued. Examinations must be composed of multiple choice questions in accordance with the following schedule, and subject to the Commissioner's approval:

Master Plumber	-	100 questions
Journeyman Plumber	-	80 questions
Plumber-In-Training	-	30 questions

2.3.4 Psychometric Examination Methods

Examinations must be developed according to currently accepted psychometric methods and principles. Questions for all examinations must be rotated to prevent memorizing content.

2.3.5 Test Format

Each category of examination must be composed of multiple choice, open book questions.

Examinations must be offered in paper-pencil format and in electronic computer format at all testing locations. All testing centers must have a minimum of five (5) computers available for computer based testing.

Oral examinations must be available upon request by the candidate in order to accommodate disabilities.

2.3.6 Passing Score

The minimum passing score for all examinations is 70%, as mandated by W. Va. Code R. § 28-2-6.1 & W.Va. Code R. §42-32-7.3 (b).

2.3.7 Transmission Of Test Results

The vendor must electronically transmit candidate test results each day. The transmission must be in a text or excel csv format, and must be through a secure socket layer or secure ftp.

2.3.8 Review of Examination Questions by the Board

The Vendor must provide staff support for a review of pooled examination questions by the ten (10) member Board for the Contractor License exam, or for review by the Commissioner for the Plumbers License exam. The Board will assure all questions used on the Contractor examinations represent the practice of contracting in West Virginia. The Commissioner will assure all questions used on the Plumbers examinations represent the practice of plumbing in West Virginia. The Board or the Commissioner is authorized to modify and reject any examination question(s) that contain subject matter not in compliance with the construction industry's practices, laws or rules.

2.3.9 Candidate Examination Guide Package

The Vendor must design and produce a candidate examination guide package acceptable to the Board for Contractor Licensing, or acceptable to the Commissioner for Plumbers Licensing. The guide will contain examination outlines, a list of books allowed for open book testing, study references, registration and services information, testing dates, testing locations and must include examples of questions on the examinations. Guides must be developed for all examinations. The Vendor must distribute sufficient quantities of these guides to the State at no charge and must make them available on the Internet. The Guides must be revised as needed with the latest information concerning licensing requirements and procedures.

2.3.10 Reference Manuals and Practice Examinations

The Vendor must offer a "Reference Manual" for sale to any candidate for the Contractor License Business and Law examination, at a cost to be paid by the candidate.

The Vendor must offer practice examinations in the tested classifications, at a cost to be paid by the candidate.

2.3.11 Legal Challenge to Examinations

The Vendor must defend any legal challenge from any party concerning the development and administration of examinations.

2.3.12 Examination Administration

2.3.12.1 Location of Test Centers; Dates of Examination

The Vendor must obtain prior State approval for the location and relocation of all test centers and for the dates of examinations.

2.3.12.2 Examination Administrators

The Vendor must utilize examination administrators experienced in licensure examination administration who are not affiliated with any Vendor service education program and who fully understand the examination security requirements.

2.3.12.3 Security

The Vendor must utilize procedures to ensure the examination materials are produced, assembled, and delivered accurately under secure conditions. The Vendor must also provide a system of security for the examination questions, the test center and the transmission of test results to the State and to the candidates. Security violations must be reported

immediately (within 3 business days) to the State's contact for the contract, by telephone and in writing.

2.3.12.4 Registration for Examinations and Payment of Fees

The Vendor must receive and process applications and accept payment of fees by the candidate in the forms of money order, cashier's check, certified check or credit card with no additional fees imposed, for the examination at the examination site, by mail, by telephone or over the internet. The Vendor must acknowledge receipt of each candidate's registration.

The Vendor must provide a toll-free telephone registration number for candidates to inquire, order materials and make reservations. Telephone calls from candidates must be handled with a minimum response time. Candidates on hold, without communication with the Vendor's staff in excess of 10 minutes response time, would be unacceptable. Voice mail messages must be returned within eight (8) business hours. In addition to the toll-free telephone registration number, the vendor must also have three (3) additional telephone registration lines. The numbers may be toll-free or local.

The Vendor must supply the Board and the Commissioner with a direct telephone number to all permanent testing sites. The Vendor must communicate with the Board and the Commissioner immediately (i.e., within the hour) in the event that any telecommunication malfunctions occur.

2.3.12.5 Test Centers

The Vendor must operate a full-time test center in Charleston, WV, where candidates may take licensing examinations five (5) days per week with a minimum seating capacity of fifteen (15) persons.

The Vendor must also provide part-time test centers in Morgantown, Martinsburg, and Wheeling, where examinations will be offered at least one (1) day per month. The Vendor must also offer the West Virginia examinations at any of the Vendor's sites located in other states where testing is currently provided.

The Vendor must provide all physical facilities and test center personnel for testing. Testing facilities must have a comfortable room temperature to ensure an acceptable testing environment. The Vendor must make reasonable efforts to accommodate the needs of candidates with

disabilities, including, but not limited to, accommodations under the Americans with Disabilities Act.

2.3.12.6 Reporting Examination Scores

The Vendor must provide photograph-bearing score reports to each candidate and upon request, to the Board. These reports must be provided to the candidate within ten (10) days of the testing date.

The Vendor must inform each candidate, in writing, of his or her passing or failing score immediately following the examination, for both paper/pencil and computer based examinations.

The Vendor must offer "Duplicate Score Reports" at a cost to be paid by the candidate.

2.3.12.7 Failure by a Candidate

The Vendor must furnish, at no cost to the candidate, a written report to every failing candidate that must contain an analysis of the areas of weakness and strength on the examination and must list the number of attempts at the exam on every score report.

2.3.12.8 Inquiries or Appeals by a Candidate; Comments and Correspondence

The Vendor must respond in writing to the candidate within seven (7) days of examination in connection with any candidate inquiry, appeal or comment regarding an examination, with a copy of the Vendor's response provided to the Board. The Vendor must review individual candidate comments from the testing sessions and provide a summary of such responses to the Board. The Vendor must respond to individual candidate correspondence within seven (7) days from receipt of correspondence from the candidate.

2.3.12.9 Reports to the Board and the Commissioner

The Vendor must provide monthly summary statistics score reports.

RFQ LAB7788

VENDOR NAME:

SIGNATURE & DATE:

Note: The signatory must be an individual or a company officer empowered to contractually bind the vendor.

The cost, detailed below, must indicate the price for providing the entire scope of services, including all services as defined in the attached specifications, as well as any applicable state and/or federal taxes. The cost shall remain valid for at least 120 days from date of bid opening and thereafter in accordance with any resulting contract between the vendor and the State. All monetary amount are United States currency.

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
1	1650	Business and Law Exam		
2	51	Concrete Contractor Exam		
3	93	Electrical Contractor Exam		
4	81	Excavating Contractor Exam		
5	404	General Building Contractor Exam		
6	63	General Engineering Contractor Exam		
7	85	HVAC Contractor Exam		
8	23	Manufactured Home Installation Contractor Exam		
9	44	Masonry Contractor Exam		
10	4	Multifamily Contractor Exam		
11	32	Piping Contractor Exam		
12	41	Plumbing Contractor		
13	22	Remodeling & Repair Contractor Exam		
14	225	Residential Contractor Exam		
15	17	Sprinklers & Fire Protection Contractor Exam		
16	16	Structural Steel Erection Exam		
17	11	Utilities (Water & Sewer) Contractor Exam		
18	1881	Business and Law Reference Manual		
19	1259	Practice Examinations (All Examinations)		
20	97	Journeyman Plumber		
21	115	Master Plumber		
22	169	Plumber in Training		
GRAND TOTAL				

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.

RFQ No. _____

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 exceeds 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 _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____