



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

**Solicitation**

NUMBER
WEH13018

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL
	454 MCDOWELL STREET WELCH, WV
	24801
	304-436-8710

DATE PRINTED
06/14/2012

BID OPENING DATE: 07/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
THE ACQUISITION AND CONTRACT ADMINISTRATION SECTION OF THE PURCHASING DIVISION "STATE" FOR THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, "AGENCY" IS SOLICITING QUOTATIONS TO PROVIDE SERVICE SUPPORT AGREEMENT FOR SPECIFIED MEDICAL EQUIPMENT FOR WELCH COMMUNITY HOSPITAL.						
PLEASE NOTE THAT THIS WAS PREVIOUSLY BID ON WEH12041 & WEH12123 .						
0001	1	JB		938-56		
SERVICE SUPPORT AGREEMENT FOR VARIOUS MEDICAL EQUIP.						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
Department of Health and Human Resources  
Welch Community Hospital  
WEH13018 Service Support for Medical Equipment

**GENERAL INFORMATION**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide a service/support and corrective maintenance agreement on medical equipment for Welch Community Hospital.

**Project:**

The mission or purpose of this project is to provide a service/support and corrective maintenance agreement on medical equipment for Welch Community Hospital.

**Location:**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

**PROCUREMENT SPECIFICATIONS**

**General Requirements**

The mission/purpose of this project is to provide a service/support and corrective maintenance agreement for medical equipment. Agreement is to include on-site equipment repairs and scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel.

Repair parts will be provided by the vendor with a predetermined mark-up as indicated on the cost sheet. (Not to exceed 10 %.) Though there is no guarantee that corrective maintenance work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000.

**Scope of Work:**

The vendor is to provide a quote of a service/support and corrective maintenance agreement for medical equipment at Welch Community Hospital, more specifically, vendor shall include, but not limited to the following requirements:

1. Vendor shall report to the Nursing Administration Department or the facilities designated representative, prior to performing any work specified within this document. Vendor shall provide routine coverage from 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays (Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, and New Year's Day).
2. Vendor shall have the ability if needed, to provide on-site corrective maintenance after hours, weekends, and holidays as needed.
3. The vendor must ensure that a local engineer/technician is available to provide onsite service within 4 hours of receiving a service call. The vendor will be certified for equipment listed. If maintenance is needed after normal business hours from 5 p.m. to 8 a.m. or on holidays, the hourly rate will be indicated on cost sheet attached.
4. Vendor shall provide technical support via phone 24 hours per day 7 days per week.
5. The vendor must complete PM's on a monthly and/or bi-annual basis for the specified medical equipment as recommended by the manufacturer.
6. When equipment becomes inoperable due to mechanical failure, vendor is required to provide repairs. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet.
7. The vendor must provide the hospital with copies of all maintenance service reports that describe the actual maintenance work performed on each item on the equipment list. The vendor shall provide and maintain a current, orderly and chronological log, posted within Nursing Administration, of all servicing and maintenance work performed, and status reports shall be submitted to the facility monthly.
8. Services provided shall meet JCAHO (Joint Commission on the Accreditation of Healthcare Organizations) compliance ([www.jointcommission.org](http://www.jointcommission.org)).
9. Hospital will notify vendor in advance if new equipment (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) is to be added to the equipment list. Pricing of any

equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.

10. Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal.
11. If it is determined that a piece of equipment has reached the end of its service life, the vendor must notify the facility's Nursing Administration Department in writing. The facility will then evaluate retirement of the equipment. After notification from the vendor and evaluation, if the hospital desires the piece of equipment to remain in service it will be maintained and repaired on a time and material basis.
12. Vendor must have Worker's compensation insurance and general liability with an amount of at least \$1,000,000.00 C.S.L. (combined single limit) and the State of West Virginia will be named the Certificate Holder, since the vendor will be working on-site.
13. Payment will be made by the Agency on a monthly basis, in arrears, for services performed after 100% acceptance by the Agency.
14. Contract will be awarded to the lowest grand total bid meeting specifications.
15. Successful bidder must be a registered vendor with the WV State Purchasing Division and the Secretary of State Office, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.
16. 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.

WEH13018 Service Support Agreement for Medical Equipment  
 Cost Sheet

Item No.	Quantity	Manufacturer	Description	Serial #	Monthly Cost	Total Annual Cost
1	1	Alaris	7100GV IV Pump	3237205		
2	1	Alaris	7100K IV Pump	3429285		
3	1	Alaris	7100K IV Pump	3429268		
4	1	Alaris	7100K IV Pump	3429278		
5	1	Alaris	7100K IV Pump	3430505		
6	1	Alaris	7100K IV Pump	3429201		
7	1	Alaris	7100K IV Pump	3429130		
8	1	Alaris	7100K IV Pump	3429272		
9	1	Alaris	7100K IV Pump	3429281		
10	1	Alaris	7100K IV Pump	3429243		
11	1	Alaris	7100K IV Pump	3429229		
12	1	Alaris	7200K IV Pump	3432568		
13	1	Alaris	7100K IV Pump	3430513		
14	1	Alaris	7100K IV Pump	3430527		
15	1	Alaris	7100K IV Pump	3429245		
16	1	Alaris	7100K IV Pump	3429197		
17	1	Alaris	7100K IV Pump	3429250		
18	1	Alaris	7100K IV Pump	3429248		
19	1	Alaris	7100K IV Pump	3429253		
20	1	Alaris	7200K IV Pump	3432604		
21	1	Alaris	7100K IV Pump	3429244		
22	1	Alaris	7100K IV Pump	3430540		
23	1	Alaris	7200K IV Pump	3431610		
24	1	Alaris	7100K IV Pump	3429259		
25	1	Alaris	7200K IV Pump	3432567		
26	1	Alaris	7200K IV Pump	3432672		
27	1	Alaris	7200K IV Pump	3432609		
28	1	Alaris	7100K IV Pump	3430531		
29	1	Alaris	7100K IV Pump	3439221		
30	1	Alaris	7100K IV Pump	3429237		
31	1	Alaris	7100K IV Pump	3430534		

32	1	Alaris	7100K IV Pump	3432620		
33	1	Alaris	7100K IV Pump	3429246		
34	1	Alaris	7100K IV Pump	3430521		
35	1	Alaris	7200K IV Pump	3432653		
36	1	Alaris	7100K IV Pump	3429238		
37	1	Alaris	7100K IV Pump	3429242		
38	1	Alaris	7100K IV Pump	3429284		
39	1	Alaris	7100K IV Pump	3429222		
40	1	Alaris	7100K IV Pump	3429276		
41	1	Alaris	7100K IV Pump	3429270		
42	1	Alaris	7100K IV Pump	3430504		
43	1	Alaris	7200K IV Pump	3232079		
44	1	Alaris	7200K IV Pump	3432717		
45	1	Alaris	7200K IV Pump	3432602		
46	1	Alaris	7200K IV Pump	3432708		
47	1	Alaris	7100K IV Pump	3429241		
48	1	Alaris	7100K IV Pump	3432666		
49	1	Alaris	7200K IV Pump	3432669		
50	1	Alaris	7200K IV Pump	3429247		
51	1	Alaris	7200K IV Pump	3429274		
52	1	Ameda	Compact 30II suction pump	AD711509		
53	1	Amsco	Washer/Sterilizer 3012	0106798-01		
54	1	Amsco	Model ODJ06 Warming Cabinet-dual compartment	414803191		
55	1	Aspen Labs	Inflatomatic 3000 regulator	BL058913		
56	1	Bair Hugger	Model 500/OR	502E42355USA		
57	1	Bair hugger	Model 505 warmer	47227		
58	1	Baxter	AS 50 Syringe pump	807069AB		
59	1	Burton	Model 0113012 operating light	21258		
60	1	Datex-Ohmeda	Cardiocap/5 Monitor	6039851		
61	1	Datex-Ohmeda	Cardiocap/5 Monitor	6049469		
62	1	Datex-Ohmeda	Aestiva/5 Anesthesia Machine	AMRJ03017		
63	1	Datex-Ohmeda	Aestiva/5 Anesthesia Machine	AMRJ02634		
64	1	Detecto	model 6735 infact scale	9811-032		
65	1	GE	Dinamap Pro Care	AAW08310222SA		
66	1	GE	Dinamap Pro Care	AAW08310123SA		

67	1	GE	Dinamap Pro Care	AAW08310264SA		
68	1	GE	Dinamap Pro Care	AAW08310235SA		
69	1	GE	Dinamap Pro Care	AAW08310249SA		
70	1	GE	Dash 3000 vitals monitor	SD007283070GR		
71	1	GE	CIC Central Station	SCH08305074GA		
72	1	GE	Dash 4000 vitals monitor	SD007220614GR		
73	1	GE	Dash 4000 vitals monitor	SD007220613GR		
74	1	GE	Dash 4000 vitals monitor	SD007220897GR		
75	1	GE	Dash 4000 vitals monitor	SD008066618GR		
76	1	GE	Dash 3000 vitals monitor	SBG06151694GR		
77	1	GE	Corometrics 250 FECCG monitor	SBE06272649PR		
78	1	GE	Corometrics 250 FECCG monitor	SBE06292854PR		
79	1	GE	Fetal Monitor	SBE 06272649PR		
80	1	GE	Fetal Monitor	SBE 06292854PR		
81	1	GE	Dash 4000 vitals monitor	SBG07088095GR		
82	1	HP	M1722 Codemaster defib	US00106777		
83	1	HP	M1722 Codemaster defib	3304A05846		
84	1	HP	M1722 Codemaster defib	3814A14110		
85	1	HP	M1722 Codemaster defib	US00109346		
86	1	HP	Heartstream AED	32984		
87	1	HP	M1700A Pagewriter EKG	3130A02959		
88	1	IVAC	4415C vital signs monitor	499333379		
89	1	IVAC	4415C vital signs monitor	499333372		
90	1	IVAC	4415C vital signs monitor	499333381		
91	1	IVAC	4415C vital signs monitor	499333404		
92	1	IVAC	4415C vital signs monitor	499333384		
93	1	IVAC	4415C vital signs monitor	499333435		
94	1	IVAC	4415C vital signs monitor	499333396		
95	1	IVAC	4415C vital signs monitor	499333376		
96	1	IVAC	4415C vital signs monitor	499333405		
97	1	IVAC	4415C vital signs monitor	499333408		
98	1	IVAC	4415C vital signs monitor	499333455		
99	1	IVAC	4415C vital signs monitor	499333377		
100	1	IVAC	4415C vital signs monitor	499333409		
101	1	IVAC	4415C vital signs monitor	499333354		

102	1	IVAC	4415C vital signs monitor	499333426		
103	1	IVAC	4415C vital signs monitor	499333430		
104	1	Johnson and Johnson	Dinamap MPS vitals monitor	980H0006451		
105	1	Kangaroo	Enteral pump	S9813941		
106	1	Kendall	SCD model 5325 arthrombic pump	EB018557		
107	1	Kendall	SCD model 7325 arthrombic pump	E0327675		
108	1	Level 1	H-25 pressure infusion system	1738		
109	1	Level 1	H-1200 fluid warmer	20050321		
110	1	Malis	Quardilite light source	387		
111	1	Med-Graphics	Profiler Pulmonary Diagnostic System	218000913		
112	1	Nellcor	N-3000 SpO2 monitor	21278167		
113	1	Nellcor	N-3100 NIBP monitor	20866659		
114	1	Ohio	Model 370 peds aerosol tent	AEMM00772		
115	1	Ohio	Model 370 peds aerosol tent	AEMM00775		
116	1	Ohio	Model 370 peds aerosol tent	AEMM00686		
117	1	Ohio	Model 370 peds aerosol tent	AEMM00767		
118	1	Ohio	Model 370 peds aerosol tent	AEMM00734		
119	1	Ohio	Neonatal Care Center	ABAN00290		
120	1	Ohmeda	Biox 3700 Pulse Oximeter	118-79912		
121	1	Ohmeda	Infant Incubator 304-3256-910	BEON00363		
122	1	Ohmeda	Biox 3740 pulse Oximeter	FMPS02265		
123	1	Olympic	Bili-lite model 33	20100		
124	1	Olympic	Bili-lite model 33	27785		
125	1	Olympus	CLV-U20 light Source	8253735		
126	1	Olympus	Visera CLV-S40 Xenon light source	7508491		
127	1	Olympus	Visera OTV-S7 Digital Processor	7560648		
128	1	Olympus	OTV-S2 camera processor	2246834		
129	1	Olympus	OTV-S5 camera processor	7764493		
130	1	Olympus	Hystero insufflator	9055609		
131	1	Olympus	Exera II CV-180 Video system	7980556		
132	1	Olympus	Exera II CLV-180 light source	7909466		
133	1	Olympus	OEV191H HD LCD monitor	7820788		
134	1	Olympus	Co2 insufflator	01-03500A2		
135	1	Olympus	CLK-3 cold light source	7646709		
136	1	Olympus	CLE-F10 light source	7622785		



137	1	Physio Control	VSM 2 vitals monitor	2263		
138	1	Physio Control	VSM 1 vitals monitor	5397		
139	1	Precision Medical	PM50 Easy Comp compressor	438		
140	1	Precision Medical	PM50 Easy Comp compressor	503		
141	1	Respironics	332203 BiPap unit	221756		
142	1	Ross	Patrol enteral pump	2024163		
143	1	Ross	Patrol enteral pump	2004078		
144	1	Ross	Patrol enteral pump	2111101		
145	1	Ross	Patrol enteral pump	2073298		
146	1	Schiller	Cardiovit CS-100 EKG	150.00881		
147	1	SchucoVac	Model 130	1.297E+11		
148	1	SchucoVac	Model 130	1.297E+11		
149	1	SchucoVac	Model 130 suction unit	19800033514		
150	1	SchucoVac	Model 130 suction unit	11040993		
151	1	Siemens	SC 6002XL Vital Signs Monitor	5512710472		
152	1	Siemens	SC 7000 vitals monitor	5394361457		
153	1	Siemens	SC 6002XL Vital Signs Monitor	5512709866		
154	1	Siemens	SC 6002XL Vital Signs Monitor	5512709964		
155	1	Siemens	SC 6002XL Vital Signs Monitor	5512707672		
156	1	Siemens	SC 7000 vitals monitor	5394375255		
157	1	Siemens	SC 6002XL Vital Signs Monitor	5512709465		
158	1	Siemens	SC 6002XL Vital Signs Monitor	5512709670		
159	1	Siemens telemetry transmitter	5591537	5102069772		
160	1	Siemens telemetry transmitter	5591537	5102072180		
161	1	Siemens telemetry transmitter	5591537	5600862275		
162	1	Siemens telemetry transmitter	5591537	5102255375		
163	1	Siemens telemetry transmitter	5591537	5600994765		
164	1	Siemens telemetry transmitter	5591537	5102068773		
165	1	Siemens telemetry transmitter	5591537	5102070877		
166	1	Sony	PVM-1343MD Trinitron color monitor	2013503		
167	1	Sony	PVM-1943MD Trinitron color monitor	2008458		
168	1	Steris Ultrasonic Cleaning System	Model No. SC1224C	0406706-056		
169	1	Steris Sterilizer Eagle Series 3000	Model No. E3043-1	0116302-01		
170	1	Storz	S-6002 lightsource	4639		
171	1	Timeter	Aridyne 3500 compressor	L32A		

172	1	Unico	Colposcope	UP200806-17		
173	1	USSC	Auto Sonix generator	AS 1499		
174	1	Venodyne	Model 510 arthrombic pump	992632970		
175	1	Welch Allyn	48740 exam light	N/A		
176	1	Welch Allyn	48740 exam light	N/A		
177	1	Welch Allyn wall mounted otoscopes	74710	N/A		
178	1	Welch Allyn wall mounted otoscopes	74710	N/A		
179	1	Welch Allyn wall mounted otoscopes	74710	N/A		
180	1	Welch Allyn wall mounted otoscopes	74710	N/A		
181	1	Welch Allyn wall mounted otoscopes	74710	N/A		
182	1	Welch Allyn wall mounted otoscopes	74710	N/A		
183	1	Welch Allyn wall mounted otoscopes	74710	N/A		
184	1	Welch Allyn wall mounted otoscopes	74710	N/A		
185	1	Welch Allyn wall mounted otoscopes	74710	N/A		
186	1	Welch Allyn wall mounted otoscopes	74710	N/A		
187	1	Welch Allyn wall mounted otoscopes	74710	N/A		
188	1	Welch Allyn wall mounted otoscopes	74710	N/A		
189	1	Welch Allyn wall mounted otoscopes	74710	N/A		
190	1	Welch Allyn wall mounted otoscopes	74710	N/A		
191	1	Welch Allyn wall mounted otoscopes	74710	N/A		
192	1	Welch Allyn wall mounted otoscopes	74710	N/A		
193	1	Welch Allyn wall mounted otoscopes	74710	N/A		
194	1	Welch Allyn wall mounted otoscopes	767	N/A		
195	1	Welch Allyn wall mounted otoscopes	767	N/A		
196	1	Welch Allyn wall mounted otoscopes	48830	N/A		
197	1	Welch Allyn wall mounted otoscopes	48830	N/A		
198	1	Wilmot Castle Company	Model 152 mobile OR light	11424		
				Total	\$ _____	A. \$ _____

**For evaluation purposes only**

Costs:  
 75 hrs. Estimated Technician Rate for corrective maintenance,  
 during normal business hours 8 a.m. to 5 p.m. (For evaluation purposes only).  
 This is an estimate only and actual hours needed at the facility

Hourly  
 Rate:  
 75 Hours @ \$ \_\_\_\_\_ B. \$ \_\_\_\_\_

will be provided by the successful bidder, whether it be more or less. This hourly rate will remain firm for the life of the contract.

**For evaluation purposes only**

Estimated \$3,000.00 in parts at cost x \_\_\_\_\_% percentage mark-up =  
 This is an estimate only and the actual cost amount for parts needed for repairs will be provided by the successful bidder, whether it be more or less.

\$3,000 + \_\_\_\_\_% of \$3,000=

**Annual Parts Cost Estimate:**  
 C. \$ \_\_\_\_\_

Rate for after normal business hours =  
 Rate for weekends=  
 Rate for holidays=

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

All Annual Cost Grand Total (A + B + C) = \$ \_\_\_\_\_

Contract will be awarded to the lowest grand total bid meeting specifications.

_____	_____	
<b>Vendor Name (Printed)</b>	<b>Purchase Order Address</b>	
_____	_____	
<b>Vendor Authorized Representative Printed</b>	<b>Vendor Remit-To Address:</b>	
_____	_____	
<b>Vendor Authorized Representative Signature</b>	<b>Date</b>	
_____	_____	_____
<b>Telephone</b>	<b>Fax</b>	<b>E-mail</b>

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

[insert date and time]  
[insert address of pre-bid]

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

[insert date and time]  
[insert address of pre-bid]

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at

the pre-bid meeting are preliminary in nature and are non-binding. Official and binding<sup>13</sup> answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: **6/26/2012**

Submit Questions to: Roberta Wagner  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: roberta.a.wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original 14 technical and one original cost proposal plus [redacted] convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: [ ] Technical  
[ ] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:** 7/5/2012

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined <sup>16</sup> in accordance with the category that has been identified as applicable to this Contract below:

**Term for Open End, Service, and Similar Contracts**

**Initial Contract Term:** This Contract becomes effective on ~~[the date the purchase order is issued, the date the notice to proceed is received, etc.]~~ and extends for a period 1 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

4. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.



**Combined Service and Goods:** The scope of the service and deliverable goods to be provided<sup>1d7</sup> will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

5. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of ~~100%~~ of the Contract value or \$ [REDACTED]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year<sup>18</sup> maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:** \$1,000,000.00 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

~~[Insert required insurance]~~

~~[Insert required insurance]~~

~~[Insert required insurance]~~

~~[Insert required insurance]~~

~~[Insert required insurance]~~

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS:** In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

~~[Insert required license or certification]~~

~~[Insert required license or certification]~~

~~[Insert required license or certification]~~

~~[Insert required license or certification]~~

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or

\$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer<sup>19</sup> determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

9. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
10. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of [\$ (per day, per week, per unit, or some other agreed measure)] for [insert action that triggers liquidated damages]. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
14. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
15. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

16. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after<sup>20</sup> the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
17. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
18. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
19. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
20. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
21. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
22. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
23. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
24. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
25. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
26. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any

other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

- 27. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 28. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 29. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 30. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.** Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 31. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 32. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 33. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

34. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
35. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
36. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
37. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
38. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
39. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

40. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be<sup>23</sup> licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

41. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

42. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

43. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

44. **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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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<sup>24</sup> to, Workers' Compensation and Social Security obligations, 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.

- 45. 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 and hour laws.
- 46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 47. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 48. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 49. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.



After the contract for such services has been approved, but before any such employees are permitted ~~to~~<sup>to</sup> be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

## CERTIFICATION AND SIGNATURE PAGE

WEH13018

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WEH13018**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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 \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

*\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*