



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

Solicitation

NUMBER
ADJ1307

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ADJUTANT GENERAL'S DEPARTMENT
 MOUNTAINEER CHALLENGE PROGRAM
 CAMP DAWSON
 240 ARMY ROAD
 KINGWOOD, WV
 26537 304-341-6406

DATE PRINTED
03/19/2013

BID OPENING DATE: 04/02/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		948-74		
<p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV ADJUTANT GENERAL'S OFFICE, IS SOLICITING BIDS TO PROVIDE MEDICAL SUPPORT SERVICES FOR RESIDENTIAL STUDENTS AT THE MOUNTAINEER CHALLENGE ACADEMY LOCATED IN KINGWOOD, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. ADJ1307 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM <p>***** PLEASE NOTE: THE ADDRESS FOR THE MOUNTAINEER CHALLENGE ACADEMY IS: 1001 ARMY ROAD, CAMP DAWSON KINGWOOD, WV 26537 *****</p>						
<p>PHYSICAL EXAMS</p>						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	LS		270-92		
				IMMUNIZATION/SCREENING		
0003	1	LS		948-55		
				SICK CALL/TRIAGE		
0004	1	LS		948-55		
				MEDICATION DISPENSING		
0005	1	LS		948-55		
				MEDICAL SERVICES/COORDINATION FOR OPENING DAY		
***** THIS IS THE END OF RFQ ADJ1307 ***** TOTAL :						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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:

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

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, phone number, 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 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:

Submit Questions to:

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax:

Email:

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 technical and one original cost proposal plus 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 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:

April 2, 2013 at 1:30 pm

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.

GENERAL TERMS AND CONDITIONS:

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 in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of 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 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.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **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 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.
6. **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.
7. **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.
8. **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 . 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 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:
 or more.

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

Medical Malpractice Insurance for all medical professional staff

\$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate limit.

Professional Liability Coverage for all employees with \$1,000,000.00 per

occurrence and \$2,000,000.00 annual aggregate limit.

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 / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- | | |
|-------|--|
| [✓] | Licensing and accreditation for any hospitals, clinics or laboratories which provide |
|-------|--|
- | | |
|-----|-------------------------------|
| [] | services under this contract. |
|-----|-------------------------------|
- | | |
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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.

9. 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 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.

10. 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.

11. 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.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after 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."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. 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.

20. 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.

21. 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.

- 22. SMALL, WOMEN-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, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. 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.
- 29. 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.

- 30. 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.
- 31. 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.**
- 32. 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 full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.

- 38. 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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>.
- 40. 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 various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state 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.
- 42. 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.
- 43. 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.

- 44. 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 unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 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.

- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to 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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Mountaineer Challenge Academy (MCA), a state program under the Adjutant General's Department – West Virginia Military Authority, to establish a contract for a Medical Provider to give medical support for their residential student population. Students, called Cadets, are age 16-18, male and female residents of West Virginia who reside at Camp Dawson, Kingwood, WV. The required support periods are two (2) twenty-two week periods each year generally mid-July to mid-December and mid-January to mid-June.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means providing professional medical care for Cadets attending the MCA. This will include, but is not limited to: sick call on-site, dispensing medications, sports physicals, immunizations, office calls at the provider's location, and referrals to specialists as needed.

 - 2.2 **“Health Care Provider”** means a doctor, physician assistant, paramedic, or nurse practitioner at the vendor's discretion, but must be under the insurance and supervision of a licensed physician.

 - 2.3 **“Medical Technician / Medical Assistant”** means an employee of the vendor who, under the insurance and supervision of a licensed physician, will manage Cadet medical records, coordinate appointments, care, and medications with MCA Staff.

 - 2.4 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.5 **“Medical Forms”** means forms provided by the MCA for use by the vendor to document Cadet Medicine Check-In for Opening Day Form, Sick Call Form, Cadet Medication Log, Physical Examination Form, and WV Early & Periodic Screening, Diagnosis & Treatment Health Check Forms. These forms along with the Class Schedule are attached hereto as Exhibit B.

 - 2.6 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as ADJ1307.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1. Vendor shall provide a professional medical continuum of care for the Cadets attending the MCA that follows the medical industry's standards of care.
- 3.2. Vendor shall provide sufficient office support and hospital care as necessary.
- 3.3. Vendor shall be sensitive to gender issues of Cadets and shall provide a same gender support person when an exam is to be performed by a medical professional of a different gender.
- 3.4. Vendor shall provide "on-call" telephone support available to the MCA after regular office hours.
- 3.5. Vendor may employ health care providers that are doctors, physician assistants, paramedics, or nurse practitioners as long as those individuals are covered under the vendor's insurance and are supervised by a licensed physician.
- 3.6. Vendor shall facilitate easy access to the vendor's main office in instances when the environment and or time constraints of sick call prevent adequate care on-site. All efforts are to be made by the vendor to handle Cadet's needs on-site to reduce the number of off-site medical visits and minimize "time out of the school day" for Cadets.
- 3.7. Vendor **must** have and maintain physician privileges at Preston Memorial Hospital.
- 3.8. Vendor **must** utilize Preston Memorial Hospital for treatment and lab work when not available through their practice.
- 3.9. Vendor must have an office practice within a twenty (20) mile radius of Camp Dawson and in close proximity to Preston Memorial Hospital to reduce "time away from class" and to expedite treatment.

Vendor to provide physical address of office practice in the space below:

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Physical Exams (Bid Item #1) Vendor shall conduct sports type physical exams on-site (Camp Dawson-MCA) for approximately 120 applicants (but no more than 160 applicants) on the first Monday and Tuesday at the beginning of each class session. A fourth of the class on Monday morning, one fourth on Monday afternoon and a fourth each on Tuesday morning and afternoon. This rotation supports the MCA training schedule. The MCA will provide a completed medical history form and physical form for each applicant

4.1.1.1 Vendor must provide all labor and materials required for examinations.

4.1.1.2 Physical exam must include a screening for color blindness.

4.1.1.3 Physical exam for females must include a pregnancy test prior to the Cadet receiving any immunizations.

4.1.1.4 Physical exams must include the determination of suitability for participation in the MCA 22-week program with concerns for physical and mental health.

4.1.1.5 Vendor will provide a full review of all applicants following the physical exams. This review will include current diagnosis and medications, food allergies, limiting factors and/or concerns regarding the applicant's physical and mental ability to function in the program and identify any follow-up requirements.

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4.1.1.6 Upon completion of all physical exams, the vendor and MCA Staff will utilize the applicant reviews to discuss any Cadets who are not suitable for the program and those with follow-up requirements.

4.1.2 Immunization / Screening (Bid Item #2) Vendor must provide and administer immunizations required. The MCA will identify applicants who have shot records documenting previous immunization. These immunizations will not be duplicated for those applicants having proof of meeting the requirements.

4.1.2.1 Diphtheria-Tetanus (Adult) booster must be administered to each Cadet, at the time of the physical examination, qualified to enter the program.

4.1.2.2 Tuberculosis Screening (Adult PPD) must be performed on all MCA Staff annually and each Cadet must be screened as well.

4.1.3 Sick Call / Triage (Bid Item #3) Vendor will provide a health care provider on-site (Camp Dawson) for sick call and triage, Monday through Friday of each cycle. Vendor will conduct sick call from 0700-0800 (Longer time frame if warranted by number of sick calls.) The MCA makes available to the vendor a small office suitable for conducting sick call examinations with easy access to a restroom. The MCA also provides a telephone, a computer with local area network access, and a vehicle for necessary medical support activities. The vendor will provide consumable/expendable items necessary for sick call: i.e. sample medications (to reduce Cadet's cost), bandages, disposal of all sharps, etc. The vendor will plan and maintain a well-stocked and sanitary exam/office location to facilitate on-site sick call.

4.1.3.1 Sick call consists of diagnosing and treating minor medical problems and determining whether an off-site office visit or additional care is necessary.

4.1.3.2 Cadets will complete a "sick call" form identifying their medical complaints, durations, etc. The MCA Staff will provide additional comments and observations when available on the same form. The vendor will complete the form following the exam with

instructions to the MCA Staff regarding medications, appointments, or future treatment and provide a copy to the MCA.

4.1.3.3 The vendor will use the MCA Medical Wristband Procedure to further identify Cadet's limitations.

4.1.4 Medication Dispensing (Bid Item #4) Vendor will provide a medical technician or medical assistant operating under the insurance and supervision of the Provider to be on-site daily for approximately four (4) hours.

4.1.4.1 This individual will manage Cadet medical records. All charts, medications (ordering and dispensing), appointment coordination, insurance coordination, and medical records management are the responsibility of this individual.

4.1.4.2 This individual will be responsible for coordination of appointments, care, and medications with MCA Staff.

4.1.4.3 This individual will be responsible for dispensing all medications for Cadets, whether it is brought from home or prescribed while attending the MCA. Medication management is to be performed on a daily basis with all medications packaged and given to the MCA Senior Squad Leader.

4.1.4.4 When medications / prescriptions are new or refilled at the local pharmacy, this individual is responsible for picking them up and working them into the system. The MCA provides a vehicle for transportation.

4.1.5 Opening Day Registration Coordination (Bid Item #5) Opening Day for each cycle is held twice annually, mid-July and mid-January, on a Sunday at the Craig Civic Center in Kingwood, WV.

4.1.5.1 The vendor will supply adequate staff to work two stations to collect and document the name and amount of medications brought with the Cadet on Opening Day.

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4.1.5.2 The vendor will transport medications to the MCA, secure medications as needed, and prepare medications for on-site distribution with MCA Staff.

4.1.5.3 The vendor will administer complete urinalysis as required for sports physical (sugar, protein, pregnancy test for females, etc.) to identify any Cadets that might need retesting during the physical examinations that will follow the next two days.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit price of the items as noted and extending that unit price by the estimated quantities provided and entering an extended line item price where shown.

PLEASE NOTE: THE UNIT PRICE FOR ITEM NO. 4.1.1 – PHYSICAL EXAMS AND ITEM NO. 4.1.2 – IMMUNIZATION/SCREENING MUST BE A UNIT PRICE OR PRICE PER EXAM AND IMMUNIZATION NOT AN HOURLY RATE.

THE UNIT PRICE FOR ITEM NO. 4.1.3 – SICK CALL/TRIAGE, ITEM NO. 4.1.4 – MEDICATION DISPENSING AND ITEM NO. 4.1.5 – OPEN DAY REGISTRATION MUST BE AN HOURLY RATE.

Vendor should enter the total cost at the bottom of the pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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- 6. PERFORMANCE:** Vendor is expected to perform the services noted in this contract in accordance with the timelines noted herein for the bid line items as described. This is an open-end contract and release orders will be issued against the contract that will specify exact dates for Opening Day Registration Coordination and Cadet physical examinations, etc. as well as establishing dates and deadlines for reports and review meetings with MCA Staff.
- 7. PAYMENT:** Financial compensation for this contract will be generated from patient billing not from the State of WV- MCA. Vendor will be responsible for all billing issues for those Cadets with insurance and those who are uninsured. Vendor will coordinate with insurance providers when pre-authorization is necessary to facilitate the required or recommended treatment. The vendor is responsible for coordination of all off-site appointments with MCA, other service providers, and Cadet Families. The hourly rates of the Medical Technician/Medical Assistant, Physician Assistant, and Nurse Practitioner as they relate to on-site sick call coordination, medication dispensing, and opening day registration coordination will be to the Mountaineer Challenge Academy. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. Due to the heightened level of security at Camp Dawson, specific security protocols will not be included in his advertisement. Security functions and facility access requirements will be discussed and explained to the vendor after contract award and before vendor is required to be on-site. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.1.5. Failure to maintain physician privileges at Preston Memorial Hospital.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A				
ADJ1307 - PRICING PAGE - WV ADJUTANT GENERAL MOUNTAINEER CHALLENGE ACADEMY				
ITEM NO.	DESCRIPTION	Estimated Quantity	UNIT PRICE	Extended Price
Item No. 4.1.1 (Bid Item #1)	Physical Exams	120 ea		
Item No. 4.1.2 (Bid Item #2)	Immunization / Screening			
	Diphtheria - Tetanus Immunization (Insured Cadets)	35 ea		
	Tuberculosis Screening (Insured Cadets)	70 ea		
	Tuberculosis Screening (MCA Staff) [to be billed to MCA]	59 ea		
Item No. 4.1.3 (Bid Item #3)	Sick Call / Triage (Bill Monthly in Arrears / Quarter-Hour Increments) On-Site Sick Coordinator (Est. Hours per Week)	5 hours per week		
Item No. 4.1.4 (Bid Item #4)	Medication Dispensing (Bill Monthly in Arrears / Quarter-Hour Increments) Technician / Assistant (Est. Hours per Week)	20 hours per week		
Item No. 4.1.5 (Bid Item #5)	Opening Day Registration Opening Day Registration Coordination (Est. Hours per Employee for this Event)	16 hours		
	Failure to use this form may result in disqualification	TOTAL COST		\$
	Bidder / Vendor Information:			
	Name:			
	Address:			
	Phone:			
	Fax:			
	E-mail Address:			
	FEIN:			
	Authorized Signature:			

* Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

EXHIBIT B



Mountaineer Challenge Academy

**WV Early & Periodic Screening,
Diagnosis & Treatment HealthCheck (Page 1 of 2)**

IDENTIFYING INFORMATION

Name: _____ DOB: _____ MCA Class # _____
 Address: _____ Age: _____ Responsible Adult: _____
 City/State/Zip: _____ Medicaid # _____

CHILD'S CURRENT CIRCUMSTANCES

CHILD LIVES WITH:
 BOTH PARENTS # IN HOUSEHOLD _____
 SINGLE PARENT OTHER _____
 FOSTER CARE

BARRIERS TO HEALTH CARE:
 TRANSPORTATION FAMILY APPLIED FOR WVCHIP
 NO INSURANCE MONEY
 FAMILY APPLIED FOR MEDICAID INCONVENIENT

CHILD'S PERINATAL HISTORY

MISCARRIAGES CHILD PREMATURE
 STILLBIRTHS CHILD FULL-TERM
 MULTIPLE BIRTHS DIFFICULT PREGNANCY / DELIVERY
 CHILD'S BIRTH WEIGHT _____ CONDITION AT BIRTH: GOOD FAIR POOR

FAMILY HEALTH HISTORY

PARENTS, SIBLINGS, GRANDPARENTS HAVE/HAD:

<input type="checkbox"/> HEART DISEASE	<input type="checkbox"/> SEIZURES	<input type="checkbox"/> MENTAL ILLNESS
<input type="checkbox"/> HIGH BLOOD PRESSURE	<input type="checkbox"/> TUBERCULOSIS	<input type="checkbox"/> MENTAL RETARDATION
<input type="checkbox"/> ELEVATED CHOLESTEROL	<input type="checkbox"/> ASTHMA	<input type="checkbox"/> SUICIDE
<input type="checkbox"/> KIDNEY PROBLEM	<input type="checkbox"/> THYROID PROBLEM	<input type="checkbox"/> EATING DISORDERS
<input type="checkbox"/> DIABETES	<input type="checkbox"/> EYE DISORDERS	<input type="checkbox"/> OBESITY
<input type="checkbox"/> CANCER	<input type="checkbox"/> EARLY USE OF GLASSES	<input type="checkbox"/> DRUG / ALCOHOL ABUSE
<input type="checkbox"/> BLOOD DISORDER	<input type="checkbox"/> ALLERGIES	<input type="checkbox"/> CIGARETTE / CIGAR USE
		<input type="checkbox"/> SMOKELESS TOBACCO

CHILD'S DENTAL HISTORY

<input type="checkbox"/> HAD DENTAL EXAM IN LAST 6 MONTHS	<input type="checkbox"/> HISTORY OF REDNESS OF MOUTH	<input type="checkbox"/> WATER CONTAINS FLUORIDE
<input type="checkbox"/> BRUSHES TEETH AT LEAST 2X/DAY	<input type="checkbox"/> HAS WELL WATER	<input type="checkbox"/> USES SMOKELESS TOBACCO
<input type="checkbox"/> HISTORY OF BLEEDING GUMS	<input type="checkbox"/> HAS CITY / MUNICIPAL WATER	<input type="checkbox"/> WEARS BRACES OR ORTHODONIC APPLIANCES
<input type="checkbox"/> HISTORY OF SWELLING MOUTH SORES	<input type="checkbox"/> USES FLUORIDE SUPPLEMENT	<input type="checkbox"/> HAS REMOVABLE BRIDGE OR PARTIAL PLATE
		<input type="checkbox"/> HAS REGULAR DENTIST (NAME) _____

CHILD'S IMMUNIZATIONS

CURRENT IMMUNIZATION RECORD: UP-TO-DATE ADVERSE REACTION TO IMMUNIZATIONS _____
 OTHER _____

CHILD'S NUTRITIONAL HISTORY

FOOD ALLERGIES (LIST) _____

SPECIAL DIET _____

VITAMINS _____

<input type="checkbox"/> BREAST FED	<input type="checkbox"/> FREQUENT FATIGUE	<input type="checkbox"/> EXCESSIVE WEIGHT GAIN
<input type="checkbox"/> BOTTLE FED	<input type="checkbox"/> IRON DEFICIENCY ANEMIA	<input type="checkbox"/> EXCESSIVE WEIGHT LOSS
<input type="checkbox"/> FEEDING DIFFICULTIES	<input type="checkbox"/> UNUSUAL EATING HABITS (PICA, ETC)	<input type="checkbox"/> EATING DISORDER (OVEREATING, VOMITING, USE OF DIURETICS AND / OR LAXATIVES)

GENERAL APPEARANCE: GOOD FAIR POOR



Mountaineer Challenge Academy

WV Early & Periodic Screening, Diagnosis & Treatment HealthCheck (Page 2 of 2)

CHILD'S HEALTH HISTORY – COMPLETED BY PARENT

HAS CHILD HAD:

<input type="checkbox"/> MEASLES	<input type="checkbox"/> PHYSICAL ABUSE / NEGLECT	<input type="checkbox"/> DIABETES
<input type="checkbox"/> MUMPS	<input type="checkbox"/> OTITIS MEDIA (EAR INFECTION)	<input type="checkbox"/> SCARLET FEVER
<input type="checkbox"/> RUBELLA	<input type="checkbox"/> EYE OR VISION PROBLEMS	<input type="checkbox"/> UPPER RESPIRATORY INFECTION
<input type="checkbox"/> CHICKEN POX	<input type="checkbox"/> EAR INFECTION	<input type="checkbox"/> THYROID TROUBLE
<input type="checkbox"/> HEPATITIS	<input type="checkbox"/> STREP THROAT	<input type="checkbox"/> SKIN DISEASE
<input type="checkbox"/> MENINGITIS	<input type="checkbox"/> ROTAVIRUS (SUDDEN SEVERE DIARRHEA & VOMITING)	<input type="checkbox"/> TUMOR, CYST, CANCER
<input type="checkbox"/> EXPOSURE TO TB	<input type="checkbox"/> CONJUNCTIVITIS	<input type="checkbox"/> HIGH OR LOW BLOOD PRESSURE
<input type="checkbox"/> HEART MURMUR	<input type="checkbox"/> KIDNEY STONES	<input type="checkbox"/> ARTHRITIS, RHEUMATISM, BURSITIS
<input type="checkbox"/> RHEUMATIC FEVER	<input type="checkbox"/> URINARY TRACT INFECTION	<input type="checkbox"/> RUPTURE OR HERNIA
<input type="checkbox"/> SEIZURE	<input type="checkbox"/> FREQUENT CONSTIPATION	<input type="checkbox"/> GALL BLADDER TROUBLE OR STONES
<input type="checkbox"/> ASTHMA	<input type="checkbox"/> FREQUENT DIARRHEA	<input type="checkbox"/> CHRONIC COUGH OR COLDS
<input type="checkbox"/> HIGH BLOOD LEAD LEVEL	<input type="checkbox"/> OTHER _____	<input type="checkbox"/> SHORTNESS OF BREATH

PUBERTY:

<input type="checkbox"/> MENSES	<input type="checkbox"/> PENILE DISCHARGE	<input type="checkbox"/> HEAD INJURY, FAINTING, MEMORY LOSS
<input type="checkbox"/> CONTRACEPTION	<input type="checkbox"/> TESTICULAR PROBLEM	<input type="checkbox"/> LOSS OF FINGERS OR TOES
<input type="checkbox"/> VAGINAL DISCHARGE	<input type="checkbox"/> SEXUALLY ACTIVE	<input type="checkbox"/> PAIN (CIRCLE): FOOT ANKLE KNEE LEG HIP BACK WRIST ELBOW
<input type="checkbox"/> NIPPLE DISCHARGE	<input type="checkbox"/> STD	<input type="checkbox"/> SHOULDER NECK

CHILD'S DEVELOPMENTAL / PSYCHOSOCIAL HISTORY

HAS CHILD HAD PROBLEM WITH:

<input type="checkbox"/> MOTOR SKILLS	<input type="checkbox"/> GETTING ALONG WITH PARENTS / ADULTS	<input type="checkbox"/> SUPPOSED TO WEAR GLASSES
<input type="checkbox"/> ACCIDENT PRONE	<input type="checkbox"/> GETTING ALONG WITH SIBLINGS	<input type="checkbox"/> CURRENTLY USES GLASSES OR CONTACTS
<input type="checkbox"/> SLEEPING	<input type="checkbox"/> GETTING ALONG WITH CHILDREN / PEERS	<input type="checkbox"/> SUPPOSED TO USE HEARING AID
<input type="checkbox"/> NIGHTMARES	<input type="checkbox"/> APPROPRIATE EXPRESSION OF ANGER	<input type="checkbox"/> CURRENTLY USES HEARING DEVICE
<input type="checkbox"/> VISION	<input type="checkbox"/> THREATENS HARM TO SELF / OTHERS	<input type="checkbox"/> BEDWETTING (AFTER 8 YEARS)
<input type="checkbox"/> HEARING	<input type="checkbox"/> TORTURES ANIMALS	<input type="checkbox"/> SLEEPWALKING
<input type="checkbox"/> SPEECH	<input type="checkbox"/> DESTROYS PROPERTY	<input type="checkbox"/> DEPRESSION DIAGNOSED: DATE _____
<input type="checkbox"/> CONCENTRATION	<input type="checkbox"/> FIRE SETTING	<input type="checkbox"/> TREATED FOR DEPRESSION: DR _____
<input type="checkbox"/> HYPERACTIVITY	<input type="checkbox"/> SEXUAL ACTING OUT	<input type="checkbox"/> ATTEMPTED SUICIDE: DATE _____
<input type="checkbox"/> ISOLATION	<input type="checkbox"/> DRUG / ALCOHOL USE	<input type="checkbox"/> TREATED FOR SUICIDE ATTEMPT: DR _____
<input type="checkbox"/> SCHOOL	<input type="checkbox"/> SMOKING	<input type="checkbox"/> PROFESSIONAL COUNSELING FOR _____
<input type="checkbox"/> LEARNING	<input type="checkbox"/> NERVOUS TROUBLE OF ANY SORT	<input type="checkbox"/> EVALUATED FOR SPECIAL EDUCATION SERVICES
<input type="checkbox"/> READING		<input type="checkbox"/> CURRENTLY HAS I-E-P OR 504 PLAN
<input type="checkbox"/> DIAGNOSIS FROM EDUCATIONAL TESTING:		

CHILD'S CURRENT HEALTH ASSESSMENT

ALLERGIES TO MEDICATION (List) _____

ALLERGIES TO FOOD (List) _____

ALLERGIES TO ENVIRONMENT (List) _____

CHRONIC, ON-GOING ILLNESSES (List) _____

HISTORY OF HOSPITALIZATIONS (List) _____

SURGERIES (List) _____

BROKEN BONES (List) _____

HAS REGULAR DOCTOR: DR _____ DATE OF LAST SCREEN: _____

CURRENT HEALTH COMPLAINT(S) _____

CURRENT MEDICATION(S): _____

CURRENT HEALTH STATUS: GOOD FAIR POOR

NAME OF INDIVIDUAL COMPLETING FORM: _____ DATE: _____

ACADEMY MEDICAL STAFF REVIEWED: _____ DATE: _____



Mountaineer Challenge Academy

PHYSICAL EXAMINATION FORM

CADET _____

DATE _____

ADDRESS _____

SSN _____

GENDER _____

RACE _____

DATE OF BIRTH _____

Mountaineer Family Care Center
301 South Price Street
Kingwood, WV 26537

CLINICAL EVALUATION			Notes: Describe every abnormality in detail. Continue on reverse side if needed.
NORMAL	Check each item in appropriate column; enter "NE" if not evaluated	ABNORMAL	
	HEAD, FACE, NECK AND SCALP		
	NOSE		
	SINUSES		
	MOUTH AND THROAT		
	EARS - GENERAL (Internal Canal)		
	DRUMS (Perforation)		
	EYES - GENERAL		
	OPHTHALMOSCOPIC		
	PUPILS (Equality and Reaction)		
	OCULAR MOTILITY		
	LUNGS AND CHEST (Include Breasts)		
	HEART (Throat, size, rhythm, sounds)		
	VASCULAR SYSTEM		
	ABDOMEN AND VISCERA (Include Hernia)		
	ANUS AND RECTUM (Hemorrhoids, Fistulae, Prostate, if Indicated)		
	ENDOCRINE SYSTEM		
	G-U SYSTEM		
	UPPER EXTREMITIES (Strength, range of motion)		
	FEET		
	LOWER EXTREMITIES (Except feet) Strength, range of motion		
	SPINE, OTHER MUSCULOSKELETAL		
	IDENTIFYING BODY MARKS, SCARS, TATOOS		
	SKIN, LYMPHATICS		
	NEUROLOGIC (Equilibrium tests)		
	DENTAL		
	PSYCHIATRIC (Specify any personal deviation)		
ALLERGIES			SURGERIES
CURRENT MEDICATIONS			
			URINALYSIS
			Cath Spec
			Hold for Possible Culture (Notify Within 4 Hours)
			Color
			Character
			Glucose
			Bilirubin
			Ketones
			Spec Gravity
			Occult Blood
			PH
			Albumin
			Urobilinogen
			Nitrate
			Leukocyte Esterase
			Protein SSA
			IMMUNIZATION RECORD



Mountain Challenge Academy

PHYSICAL EXAMINATION FORM – page 2

Height	Weight	Color Hair	Color Eyes	BUILD: Slender Medium Heavy Obese
BLOOD PRESSURE		TEMPERATURE	RESPIRATIONS	PULSE
VISION	(R) 20/	(L) 20/	PUPILS	
	Corrected Y N	Corrected Y N	Color Vision	
	Eyeglasses Y N	Eyeglasses Y N	Depth Perception	
	Contacts Y N	Contacts Y N	Field of Vision	
HEARING	R:	L:		
REMARKS				

	APPROVED FOR FULL PARTICIPATION
	FULL APPROVAL BUT NEEDS FURTHER EVALUATION FOR THE FOLLOWING
	LIMITED APPROVAL WITH THE FOLLOWING RESTRICTIONS
	NOT APPROVED FOR THE FOLLOWING REASONS

PRINTED NAME OF PHYSICIAN	SIGNATURE	DATE
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Mountaineer Challenge Academy

SICK CALL FORM

Date: _____ Cadet: _____

Date Illness Started: _____
Is this request because of an injury? YES NO
Was the injury obtained before coming to MCA?

List symptoms: (Be Specific) _____

2. MCA Staff Screening: _____

Staff _____ Vomiting # _____ Diarrhea # _____ Insomnia # _____

3. Medical On-Site Screening - Medical Personnel Only (Print On Reverse) _____

Height _____ Weight _____ B/P _____ O2 _____ Temp _____

Comments: _____

Limited Duty: _____
 Return to Full Duty _____

Name of Medical Staff

Referral to: _____ Appointment: _____

4. Cadet Review For Action: _____

Instructions Issued By: _____

Date _____ Time _____ Cadet Signature _____

Cadre Signature _____

Mountaineer Challenge Academy

Class 2-13 Calendar

CADETS RETURNING FROM SCHEDULED LEAVE ARE TO BE SIGNED IN AT THE BARRACKS
NO EARLIER THAN 5:00 PM AND NO LATER THAN 6:00 PM

 Cadet Leave Begins
 Cadet Leave Ends

JULY						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
	1	2	3	4	5	6
7	8	9	10	11	12	13
14 <i>Opening Day</i>	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Opening Day
Sunday, July 14, 2013
By Appointment
KINGWOOD CRAIG CIVIC CENTER

First Leave Ceremony
Friday, August 30, 2013
12:00 pm
KINGWOOD CRAIG CIVIC CENTER
CADET LEAVE BEGINS IMMEDIATELY
FOLLOWING CEREMONY

OCTOBER						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

12
13
14
15
16

AUGUST						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

First Cadet Leave Ends
Tuesday, Sept 3, 2013
RETURN BETWEEN 5 & 6 PM
CAMP DAWSON - BARRACKS

Second Cadet Leave Begins
Wednesday, Nov 27, 2013
12:00 pm
CAMP DAWSON - BARRACKS

Second Cadet Leave Ends
Sunday, December 1, 2013
RETURN BETWEEN 5 & 6 PM
CAMP DAWSON - BARRACKS

NOVEMBER						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

16
17
18
19
20

SEPTEMBER						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Final Graduation
Friday, December 13, 2013
1:00 pm
KINGWOOD CRAIG CIVIC CENTER

DECEMBER						
Sat	Sun	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7
8	9	10	11	12	13 <i>Opening Day</i>	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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22
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CERTIFICATION AND SIGNATURE PAGE

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.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____