



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

# Request for Quotation

RFQ NUMBER
RJC661

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

\*813145359      304-546-0633  
 HUMAN RESOURCE RESPOND LLC  
 110 WOODLAND DR  
  
 NITRO WV 25143

SHIP TO

REG'L JAIL & CORR'L AUTH'Y  
  
 1325 VIRGINIA STREET EAST  
 CHARLESTON, WV  
 25301      304-558-2110

DATE PRINTED 02/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 03/05/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20	\$ 85.00 per hr * *See Alternate	
PERSONNEL CONSULTING SERVICES  OPEN-END CONTRACT TO PROVIDE PERSONNEL CONSULTING SERVICES FOR THE WEST VIRGINIA REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY, PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL PURCHASING DIVISION 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						

**RECEIVED**  
 2009 MAR -5 A 11: 33  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-546-0633	DATE 2/28/2009	
TITLE OWNER	FEIN 75-3267207	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

---

**INSTRUCTIONS TO BIDDERS**

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



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

# Request for Quotation

RFQ NUMBER
RJC661

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

\*813145359 304-546-0633  
 HUMAN RESOURCE RESPOND LLC  
 110 WOODLAND DR  
 NITRO WV 25143

SHIP TO

REG'L JAIL & CORR'L AUTH'Y  
 1325 VIRGINIA STREET EAST  
 CHARLESTON, WV  
 25301 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2009				

BID OPENING DATE: 03/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
RJC661

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

\*813145359      304-546-0633  
 HUMAN RESOURCE RESPOND LLC  
 110 WOODLAND DR  
  
 NITRO WV 25143

SHIP TO

REG'L JAIL & CORR'L AUTH'Y  
  
 1325 VIRGINIA STREET EAST  
 CHARLESTON, WV  
 25301      304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2009				

BID OPENING DATE: **03/05/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      JOHN ABBOTT-----</p> <p>RFQ. NO.:      RJC661-----</p> <p>BID OPENING DATE:      3/5/2009-----</p> <p>BID OPENING TIME:      1:30 PM-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

# Request for Quotation

RFQ NUMBER
RJC661

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

SHIP TO

\*813145359 304-546-0633  
 HUMAN RESOURCE RESPOND LLC  
 110 WOODLAND DR  
 NITRO WV 25143

SHIP TO

REG'L JAIL & CORR'L AUTH'Y  
 1325 VIRGINIA STREET EAST  
 CHARLESTON, WV  
 25301 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/20/2009				

BID OPENING DATE: 03/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>No FAX AVAILABLE - e-mail JAMESWELLS012@COMCAST.NET</i> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>JAMES D. WELLS</i> -----  ***** THIS IS THE END OF RFQ RJC661 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

To provide Human Resource Consulting services to address personnel issues pertaining to various regional jail facilities located throughout the State of West Virginia and the Central Office located in Charleston, West Virginia.

### **SCOPE OF WORK:**

Vendor to provide human resource advice on an as needed basis by telephone, e-mail and occasional office visit(s). Services may include assessment of issues presented; review of internal investigations, recommendation or potential means of resolution; drafting of HR related correspondence; and drafting of HR policies/procedures/handbook.

Consultant will base assessments and recommendations on the West Virginia Division of Personnel statute, Legislative Rule and policies; appropriate State statutes and appropriate federal statutes and regulations.

The Consultant will be available Monday – Friday, 10:00 am – 6:00 pm to receive calls and e-mails. The Consultant will respond to any telephone call or e-mail within 24 hours on the next scheduled business day. Such "immediate" response may include an advisory that additional research is necessary. In such cases the Consultant will indicate a tentative timeframe needed to respond.

The above services are to be billed on a monthly basis. Billable time shall include preparation, research, participation in telephone calls, participation in office meetings, e-mail response preparation, drafting of requested documents, travel time and all related expenses. The Consultant is to bill at an hourly rate to be broken down in 15-minute increments, rounded to the next highest 15-minute increment. Actual hours will be at the agency's discretion based on need.

The Consultant must agree to adhere to all office policies of Regional Jail and Correctional Facility Authority while conducting business with Regional Jail staff and while visiting Regional Jail and Correctional Facility Authority offices and/or facilities.

### **EDUCATION / EXPERIENCE:**

Consultant must have a four (4) year Bachelors degree from an accredited college. Consultant must have a least five (5) years experience in the field of human resources and related consulting services.

A resume detailing education and experience should be submitted with your bid package. The vendor shall submit the referenced resume upon three working days upon request.

HOURLY RATE \$ 85.00 per hour \*

\*see ATTACHED ALTERNATE

## **ALTERNATE**

**\$125.00 per hour. Includes *pre-payment* for appearance to testify at any subsequent litigation regarding advice rendered under this contract.**

**James D. Wells**  
110 Woodland Drive  
Nitro, West Virginia 25143  
304-546-0633  
JAMESWELLS012@comcast.net

## **EDUCATION/CERTIFICATION**

*Senior Professional in Human Resources (SPHR) Certification, 2007, Society for Human Resource Management*

*IPMA-HR Certification, 2004; IPMA-HR Re-certification, 2007, International Public Management Association-Human Resources*

*Employee Relations Law Certification, 2003, Institute of Applied Management and Law*

*M.A., (All but thesis completed), 1973 to 1975, Marshall University  
B.A., 1969 to 1973, Davis & Elkins College*

## **WORK HISTORY**

### **Human Resource Respond, LLC:**

*Owner, 5/1/2008 to present*

- General Human Resource Management within governmental and small business settings; reviewing and assessing workplace situations to assist in implementing best practices; assisting in assessing appropriate employee discipline for misconduct.

### **WV Division of Personnel, Employee Relations Section:**

*Assistant Director. 8/1/2002 to 2/15/2008*

- Manage the Employee Relations Section of the Division of Personnel.
- Provide administrative and support services in the formulation, implementation, administration and interpretation of personnel policies and procedures throughout State government.
- Duties include supervision of professional and support employees and direction of their work; evaluation of unit operations; research on issues regarding personnel administration, policies, and statutes; interpretation of relevant statutes, regulations, and policies; analysis and interpretation of theory, principles, practices, and regulations of professional personnel administration; development and implementation of statewide personnel policies, guidelines, and instructions; provide assistance and support to department/agency managers, supervisors, and employees in handling grievance and disciplinary cases, policy interpretation and application.
- Instructor for various Employee Relations/Employment Law class sessions.

### **WV Division of Personnel, Employee Relations Section:**

*Senior Personnel Specialist. 10/1/89 to 7/31/2002*

- Duties included conducting research on personnel administration issues including analyzing case law and federal/state statutes.
- Counseled and advised agency managers on disciplinary actions and application of personnel law, rule and policy.
- Prepared draft correspondence regarding personnel administration matters.
- Maintained research files for unit and monitored State Legislature.

### **WV Division of Rehabilitation Services:**

*Personnel Assistant for Employee Relations. 1/16/89N to 9/30/89*



- Duties included providing advice to agency managers and employees regarding employee relations grievance resolution, disciplinary action and leave regulation.
- Conducted classification reviews and job audits.
- Prepared draft agency job announcements.
- Prepared draft correspondence regarding administration matters.
- Served as grievance evaluator.
- Conducted training sessions regarding employee relations matters.

**WV Department of Commerce:**

*Personnel Officer. 9/16/85 to 1/16/89N*

- State agency of 630 full-time employees and up to 1,000 part-time/temporary employees.
- Duties included employee relations, grievance resolution, affirmative action compliance, investigating employee alleged misconduct, recommending employee disciplinary action, preparing disciplinary action letters, conducting training sessions relative to personnel and payroll administrative issues.
- Payroll administration responsibilities included supervising all aspects of budget preparation, payroll monitoring and reporting for a \$10 million annual payroll.
- Direct supervisor of three professional and two clerical/secretarial employees. Ad
- Served as a Group Participative Management facilitator (Tree Hugger)
- Monitored State Legislature.

**WV Civil Service Commission:**

*Division Chief for Employee Relations and Payroll Administration. 1/1/80 to 9/15/85*

- Duties included providing technical advice to employees and managers of 33 agencies of State government regarding attendance and leave regulation, grievance resolution, disciplinary action, legislative actions and payroll administration.
- Conducted training sessions for grievance administration, attendance/leave rules, political activity rules and disciplinary administration.
- Payroll Administration responsibility included supervising the review and audit of all payroll transactions for 33 State agencies.
- Direct supervisor of two professional and seven clerical employees.

**WV Department of Corrections:**

*Personnel Officer 9/22/77 to 12/31/79*

- Full range of personnel administration regarding statute/rule interpretation and compliance for State agency of over 800 full-time employees.
- Monitored State Legislature.

**WV Department of Public Institutions:**

*Chief of Planning, Research and Development Unit. 7/1/75 to 9/21/77*

- Duties included fiscal and program responsibility of LEAA grants totaling \$1 million per year.
- Supervisor of eight professional and one clerical employee.
- Participated in annual budget presentation to Legislative Finance Committee.

**LEADERSHIP EXPERIENCE and RECOGNITION**

*President's Award, 2007 & 2008, Eastern Region IPMA-HR*

*Employee of the Month, 5/2005, West Virginia Department of Administration*

*Member of the Year, 2003, West Virginia Chapter IPMA-HR*

*Personnel Specialist of the Year, 2002, West Virginia Chapter IPMA-HR*

*Silver Beaver Award, 1998, Boy Scouts of America, Buckskin Council*

*Award of Merit, 1994, Boy Scouts of America, Pioneer District*

*Cub Scout Leader of the Year, 1993, Boy Scouts of America, Pioneer District*

- *Society for Human Resource Management*  
Charleston Chapter - Governmental Affairs Core Leader - 2004 -08; President-elect - 2009.  
West Virginia State Council - At-Large Member 2008; District Director - 2009

- International Public Management Association-Human Resources*  
 Eastern Region Executive Board, 2007-09. Eastern Region Conference Program Committee Co-Chair, 2007. Eastern Region Training and Development Program Committee, 1990, 1991, 1999, 2005, 2006, 2007 and 2008. Eastern Region Special Committee Chair, 1992. Eastern Region Conference Host Committee Chair for Program and Social Activities, 1991.  
 West Virginia Chapter Board of Directors, 1983-84, 1984-85, 1988-89, 1991-92, 2006-07, 2007-08, 2008-09. Chapter President 1981-82, 1982-83 and 1990-91. Chapter Vice-President, 1989-90. Chapter Annual Conference Coordinator 1989. Program Sub-Committee Chair and Session Convener, 1990, 2005, 2006, 2007, and 2008
- Boy Scouts of America, Buckskin Council*  
 Buckskin Council Advisory Board 1999 to present. Pioneer District Committee, 2007-09. Council Executive Board, 1996-2005. Council Vice-President for Cub Scouting, 1996-98. District and Council adult volunteer leader training team, 1992-99. Trained adult leader since 1989 in various positions at the local level.

# 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: HUMAN RESOURCE RESPOND, LLC      Signed: 

Date: 2/28/2009      Title: OWNER

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: HUMAN RESOURCE RESPOND, LLCAuthorized Signature: Date: 2/28/2009