

L.M. MCCOWN & SON COMPANY, INC.

Commercial Warehouse & Office Space

P.O. Box 10068 Charleston, WV 25357 • office 304-744-9488 • fax 304-744-9480

July 21, 2011

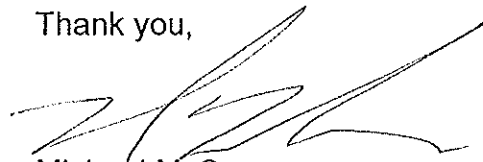
WV Purchasing Division
2019 Washington St E
PO Box 50130
Charleston, WV 25305

To Whom It May Concern:

We appreciate your request for bid, but currently we do not have available space to accommodate you at this time.

Please keep us in mind for future bids.

Thank you,



Michael McCown





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
RECMGT11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

V E N D O R	*128095944	304-744-9488
	L M MCCOWN & SON COMPANY INC	
	PO BOX 10068	
	CHARLESTON WV 25313	

S H I P T O	ALL STATE AGENCIES
	AND POLITICAL SUBDIVISIONS
	VARIOUS LOCALES AS INDICATED
	BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2011				

BID OPENING DATE: 08/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-69		
OFF SITE STORAGE AND RECORDS MANAGEMENT						
REQUEST FOR PROPOSAL (RFP)						
BLANKET OPEN END STATEWIDE CONTRACT						
THE STATE OF WEST VIRGINIA PURCHASING DIVISION IS SOLICITING PROPOSALS FOR A BLANKET OPEN END STATEWIDE CONTRACT TO PROVIDE SECURE OFF-SITE STORAGE AND MANAGEMENT FOR STATE GOVERNMENT RECORDS PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON 08/01/2011 AT 10:00 AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA (BUILDING 15). MORE INFORMATION CONCERNING THE PRE-BID MEETING PLEASE SEE SECTION 1.4 OF THE ATTACHED SPECIFICATIONS.						
A COMPLETE SCHEDULE OF EVENTS MAY BE FOUND IN SECTION 1.3 OF THE ATTACHED SPECIFICATIONS.						
LIFE OF CONTRACT AND OTHER CONTRACT TERMS MAY BE FOUND IN SECTION 5 OF THE ATTACHED SPECIFICATIONS.						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						

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
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED PROPOSAL MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE PROPOSAL. COST PROPOSAL SHOULD BE SEALED IN A SEPARATE ENVELOPE AND CLEARLY LABELED ACCORDINGLY.</p> <p>SEALED RFP</p> <p>BUYER: KRISTA FERRELL FOR FILE 42</p> <p>RFP. NO.: RECMGT11</p> <p>RFP OPENING DATE: 08/31/2011</p> <p>RFP OPENING TIME: 1:30 PM</p> <p>PLEASE NOTE THAT ONLY THE TECHNICA PROPOSAL WILL BE OPENED ON THIS DATE. COST WILL BE OPENED AFTER THE COMPLETION OF THE TECHNICAL EVALUATION. VENDORS WILL BE NOTIFIED OF THE DATE AND TIME OF THE COST OPENING.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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RFQ COPY
 TYPE NAME/ADDRESS HERE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ RECMGT11 ***** TOTAL: _____						

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Rev. 11/01/10

REQUEST FOR PROPOSAL

STATEWIDE CONTRACT

TABLE OF CONTENTS

- Section 1:** General Information
- Section 2:** Project Specifications
- Section 3:** Vendor Proposal
- Section 4:** Evaluation and Award
- Section 5:** Contract Terms and Conditions

SECTION ONE: GENERAL INFORMATION

- 1.1 Purpose: The Purchasing Division, hereinafter referred to as the "State," is soliciting proposals pursuant to **West Virginia Code §5A-310b** for the all State agencies, hereinafter referred to as the "Agency," to provide secure off-site storage and management of state government records.
- 1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

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

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

- 1.3 Schedule of Events:

Vendor's Written Questions Submission Deadline.....	08/08/2011 at 5:00 pm EST
Mandatory Pre-bid Conference	08/01/2011 at 10:00 am EST
Addendum Issued	Approx. Week of 08/15/2011
Bid Opening Date.....	08/25/2011 at 1:30 pm EST

- 1.4 **Mandatory Pre-bid Conference:** A mandatory pre-bid will be conducted on the date listed below:

Date: Monday, August 1, 2011
 Time: 10:00 am EST
 Location: 2019 Washington Street, East
 Charleston, WV 25305
 (Building #15 Conference Room)

Telephone Number: 304-558-2306

****Metered Visitor Parking** may be found on California Avenue or limited metered Visitor Parking on Washington Street, East.

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The State will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the State Agency will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

- 1.5 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

Krista S. Ferrell, Buyer Supervisor
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Phone: 304-558-2596
 Fax: (304) 558-4115
 Email: Krista.s.ferrell@wv.gov

No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 1.6 **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 RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** The Agencies that will use this contract are located statewide.

2.2 **Background and Current Operating Environment:**

2.2.1 Agencies and Documents Stored

Pursuant to the West Virginia Code 5A-8, <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=8#08> the West Virginia Department of Administration is responsible for the management of the State's day-to-day record storage system.

2.2.2 Physical Housing of Documents

The current record center is a privately-owned facility located at 1545 Hansford Street, Charleston, WV. The facility contains 70,000 square feet. The warehouse has sixteen (16) full-time employees supplemented by occasional temporary employees, when needed.

2.2.3 Storage of Documents

Agencies are required to follow properly approved retention/destruction schedules. These schedules are required to be submitted to the Department of Administration for approval each odd year.

2.2.4 Document Flow: General Description

Currently documents are delivered to the current vendor's location at 1545 Hansford Street in Charleston, WV and/or picked up from this location by individual agencies or delivered or picked-up at the agency site by the vendor. The State does not offer pick-up and delivery service. Most records are received in industry standard-sized boxes (1.2 cu ft). However, some are delivered in other formats previously approved by the records manager or the records management vendor.

2.2.5 Pick-up of Documents.

The vendor is responsible for the pick-up of a minimum of 3.6 cu. Ft. boxes within the metro Charleston area. A volume of records of less than this amount will be picked up by the vendor but the agency will be charged for a minimum of 3.6 cu. Ft. The vendor usually picks up the records within two (2) working days after contact by the agency but pick-up is no longer than one week after contact.

2.2.6 Indexing of Documents.

The vendor indexes all received documents from state agencies and furnishes monthly documentation to the Purchasing Division and the Office of Technology that shows the indexing system and describes the location of all documents by agency.

2.2.7 Document Retrieval.

The vendor retrieves any document in storage and delivers it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area. If necessary, the vendor is requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays.

2.2.8 Document Destruction.

The agency's retention schedule will note a date of destruction. The vendor sends a reminder letter to agencies at least 30 days prior to the destruction date listing by box that is shown on the retention schedule. Agencies approve by signing the reminder letter and returning it to the vendor. If unapproved, agencies have the option of continued storage or delivery/pick-up of the documents in question. The agency also has the option of having a representative witness the destruction of any and/or all documents. After destruction, the vendor sends written certification of completion of destruction to the individual agency.

Some documents are destroyed in a shredder at the current vendor's location by vendor personnel upon request/approval by the agency. The current vendor also shreds magnetic media upon request and provides locked bins for some agency locations for confidential papers that must be shredded.

- 2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

2.3.1 The vendor should submit a statement addressing the experience of the vendor in supplying records management, document storage, document retrieval, and document destruction.

2.3.2 The vendor should submit a list of federal, state, county, or other governmental entities and major private institutions that are storing records with the bidding vendor.

2.4 **Project and Goals:** The project goals and objectives are:

2.4.1 The Vendor should have the capability to accommodate 150,000 boxes or approximately 180,000 cubic feet for storage of the State's records.

2.4.1.1 The vendor should provide documentation of the vendors' existing operation space capacity and/or written evidence from the owner/leaser that the vendor can secure sufficient additional space.

2.4.1.2 The vendor should be able to secure an additional 25,000 cubic feet within one year from award of the contract upon written request from the State Purchasing Division.

2.4.1.3 The vendor should provide a storage room for archival storage of microfilm. This room should have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building. The humidity level should be kept within a range of 40 to 50 percent, with an optimum of 30 to 40, to protect the various film bases and the temperature should be less than 70 degrees F (21 degrees C), ideally at 65 degrees. Both the humidity level and temperature should be kept as constant as possible.

2.4.2 Tracking system.

2.4.2.1 The vendor should pick up the records within two (2) working days after contact by the agency. The agency will at a minimum contact the vendor by phone using the published number provided in this contract. However, pick-up shall be no longer than one week after contact.

2.4.2.2 With respect to the extent of indexing required, the vendor should be able to provide up to 60 characters per box or per file.

2.4.2.3 If necessary, the vendor may be requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays.

2.4.2.4 The agency's retention schedule will note a date of destruction.

2.4.3 The State will choose a vendor to provide a facility that will protect all documents from disaster as defined in West Virginia State Code 5A-8-3 which states: "Disaster" means any occurrences of fire flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other conditions of extreme peril resulting in substantial damage or injury to persons or property within this State, whether such occurrence is caused by an act of God, nature man, including any enemy of the United States.

2.4.3.1 The State desires to limit its flooding risk.

2.4.3.2 The State desires to limit its Fire and Smoke Detection.

2.4.3.3 the State desires to control temperature and Humidity.

2.4.3.4 Storage Locations. Records should be kept at least one to one and a half inches off the floor with the optimum of three inches. Records should be stored away from windows, steam, sewer or water pipes.

2.4.3.5 The State desires to limit its risk to pests, mold and mildew.

2.4.3.6 Sunlight and Ultraviolet (UV) light – Light fades and discolors paper.

2.4.4 Many of the State records are confidential and must only be viewed by authorized parties. The vendor's facility must be secured to allow access to those approved to retrieve/view documents for their respective agency.

2.4.5 The current boxes used by the State are Box Style – Dye Cut Carton; Inside Dimensions: 16"W x 12"L x 10"H; Paper Combination: 69-26-69; Strength – edge crush test of 44 pounds/inch; gross weight limit of 95 pounds. The vendor may suggest specifications for future storage boxes needed for effective records management; however, the vendor will be expected to move existing records in existing boxes or furnish boxes as needed at no additional or separate cost to the agencies.

2.4.6 The vendor will be expected to supply the Department of Administration with agency reports showing the agencies storing documents in the facilities during that month and listing the total amount of cubic feet of storage for each agency.

The vendor may be requested to provide billing reports showing all billing activity for each state agency in a month and management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency.

2.5 **Mandatory Requirements**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

- 2.5.1 The Vendor must provide a secure storage facility for existing records in a metro Charleston area location. Vendor location must be within 30 minutes drive time of the State Capitol Complex.
- 2.5.2 The Vendor must be able to accommodate 150,000 boxes or approximately 180,000 cubic feet.
- 2.5.3 All Records Center employees must undergo an NCIC (national) background check as a condition of employment, as well as industry-standard privacy training.
- 2.5.4 All storage procedures must follow industry standard guidelines established by the Association of Records Managers and Administrators (ARMA). ARMA has published guidelines for records management – ANSI/ARMA 8-200-5 Retention Management for Records and Information.
- 2.5.5 The vendor is required to offer records management services to all state agencies statewide.
 - 2.5.5.1 The vendor is responsible for the pick-up of boxes statewide within one week after contact.
 - 2.5.5.1 The vendor is required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division and the Office of Technology that explain the indexing system and describes the location of all documents by agency.
 - 2.5.5.2 The vendor is responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area.
 - 2.5.5.3 Documents must be destroyed by a crosscut shredder for paper. Microfilm must be shredded to 1/35" strip or smaller.
 - 2.5.5.4 The vendor must bill each state agency storing records at the facility monthly in arrears. These bills must be according to the prices and categories contained in this RFP and the vendor's response. When the vendor must ship the materials to the agency location, the costs for postage will be billed as a pass-through charge. The vendor should provide the percentage if they plan to charge a processing fee.
 - 2.5.5.5 If requested by any agency, the vendor must retrieve, fax, and re-file up to 25 single-sided pages. This task must be completed within twenty-four (24) working hours of the agency request or if requested as a rush, within four (4) working hours.
- 2.5.6 The successful vendor will be responsible for moving all boxes from the existing location to the new location within 60 days after award if a new vendor is chosen.

- 2.5.6.1 The current vendor will provide each agency with a list of documents currently in storage. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor picks up the agency's boxes.
- 2.5.6.2 The new vendor and the old vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.
- 2.5.6.3 The selected vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the current vendor's location and other agency facilities.
- 2.5.6.4 The successful vendor will move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor will repackage as needed at no additional or separate cost.
- 2.5.7 The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the State of West Virginia.
- 2.5.8 The vendor must maintain the confidentiality of any record or document deemed "confidential" by West Virginia State or Federal law from the time it is placed in storage continuing through the destruction of the document.

SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:
- Title Page:** State the RFP subject, number, Vendor's name, business Address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan;

descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

3.4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code §5A-3-11**, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One original technical and cost proposal plus 4 convenience copies to:

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

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor: _____

Buyer: Krista Ferrell for File 42
 Req #: RECMGT11
 Opening Date: 08/25/2011
 Opening Time: 1:30 p.m.

- 3.5 **Purchasing Affidavit:** *West Virginia Code* §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 3.8 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

Qualifications and Experience	20 Points
Approach and Methodology	40 Points
Records Tracking and Retrieval	5 Points
Physical Move	5 Points
Cost	<u>30 Points</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposal}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.
- 4.2.3 **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.
- 4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.
- 4.4 **Rejection of Proposals:** The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **Public Record:** All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in *West Virginia Code* §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor 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.
- 5.4 **Vendor Relationship:** The relationship of the Vendor 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 RFP 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, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

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

- 5.4.1 **Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- 5.4.2 **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3 **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.
- 5.5. **Term of Contract and Renewals:** This contract will be effective upon award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.
- 5.6 **Non-Appropriation of Funds:** If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.
- 5.7 **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PURCHASING DIVISION.

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Contract Termination:** The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2.

5.11 **Special Terms and Conditions:**

5.12.1 Bid and Performance Bonds- Not Applicable to this Project

5.12.2 Insurance Requirements: -Not Applicable to this Project

- Public liability
- Property damage
- Professional liability (medical, advertising, *et cetera*)

5.12.3 License Requirement: Workers' Compensation, Contractor's License, etc. (Not Applicable to this Project)

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

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless

the State and the Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

2.3.1 The vendor should provide the length of time that he has been in the records storage business and the location.

Vendor Response:

2.3.2 The vendor should submit a statement addressing the experience of the vendor in supplying records management, document storage, document retrieval, and document destruction.

Vendor Response:

2.3.3 The vendor should submit a list of federal, state, county, or other governmental entities and major private institutions that are storing records with the bidding vendor. Please specify which of these customers have similar requirements (in processing and number of documents handled annually) to the needs defined in this RFP. If no single customer can be cited whose system incorporates all of the functions needed, provide a list of customers whose systems collectively utilize these functions. For each customer, provide the name, mailing address, telephone number, and e-mail address of a user representative who can be contacted with questions.

Vendor Response:

2.4.1 The Vendor should have the capability to accommodate 125,000 boxes or approximately 150,000 cubic feet for storage of the State's records.

Vendor Response:

2.4.1.1 The vendor should provide documentation of the vendors' existing operation space capacity and/or written evidence from the owner/leaser that the vendor can secure sufficient additional space.

Vendor Response:

2.4.1.2 The vendor should be able to secure an additional 25,000 cubic feet within one year from award of the contract upon written request form the State Purchasing Division.

Vendor Response:

2.4.1.3 The vendor should provide a storage room for archival storage of microfilm This room should have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building. The humidity level should be kept within a range of 40 to 50 percent, with an optimum of 30 to 40, to protect the various film bases and the temperature should be less than 70 degrees F (21 degrees C), ideally at 65 degrees. Both the humidity level and temperature should be kept as constant as possible. The vendor should describe the environmental protections for archival storage of microfilm that it will provide.

Vendor Response:

2.4.2 The vendor should describe its records tracking system.

Vendor Response:

2.4.2.1 The vendor should pick up the records within two (2) working days after contact by the agency. The agency will at a minimum contact the vendor by phone using the published number provided in this contract. However, pick-up shall be no longer than one week after contact. The vendor should describe how he plans to handle pick-ups inside and outside the metro Charleston area.

Vendor Response:

2.4.2.2 With respect to the extent of indexing required, the vendor should be able to provide up to 60 characters per box or per file. The vendor should describe its indexing scheme.

Vendor Response:

2.4.2.3 If necessary, the vendor may be requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays. The vendor should describe how it will handle rush and emergency requests.

Vendor Response:

2.4.2.4 The agency's retention schedule will note a date of destruction. The vendor should describe how it will remind its customers of the approaching destruction date, how it will seek approval for destruction, and how it will certify that the destruction has taken place.

Vendor Response:

2.4.3 The State will choose a vendor to provide a facility that will protect all documents from disaster as defined in West Virginia State Code 5A-8-3 which states: "Disaster" means any occurrences of fire flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other conditions of extreme peril resulting in substantial damage or injury to persons or property within this State, whether such occurrence is caused by an act of God, nature man, including any enemy of the United States.

Vendor Response:

2.4.3.1 Flooding. The vendor should explain if its facility is in the flood plain and if so, what procedures are in place to protect the State's records in case of flood.

Vendor Response:

2.4.3.2 Fire and Smoke Detection. The vendor should describe how its facility is equipped to respond to fire and smoke detection, i.e., smoke detectors, fire alarms, communication ties with the fire department, etc., and certify that all application building codes and industry standards for this type of facility are met.

Vendor Response:

2.4.3.3 Temperature and Humidity. The vendor should describe the temperature and humidity controls at its facility.

Vendor Response:

2.4.3.4 Storage Locations. Records should be kept at least one to one and a half inches off the floor with the optimum of three inches. Records should be stored away from windows, steam, sewer or water pipes. The vendor should explain how these issues will be handled.

Vendor Response:

2.4.3.5 Pests, Mold and Mildew. The vendor should describe its prevention techniques.

Vendor Response:

2.4.3.6 Sunlight and Ultraviolet (UV) light – Light fades and discolors paper. The vendor should describe how they insure this will not happen.

Vendor Response:

2.4.4 Many of the State records are confidential and must only be viewed by authorized parties. The vendor's facility must be secured to allow access to those approved to retrieve/view documents for their respective agency.

Vendor Response:

2.4.4.1 The vendor should describe the physical layout and organization of their facility and describe the safeguards proposed that will ensure a secure location.

Vendor Response:

2.4.4.2 The vendor should describe its security procedures for visitors going beyond the security doors.

Vendor Response:

2.4.4.3 The vendor should describe its procedures when a customer comes to the Records Center to retrieve records. The sign-in information should include at a minimum Name, Agency, Date, Time, and Container sought. The vendor should also describe how it verifies the person requesting access is authorized to retrieve documents and how the vendor verifies that the documents retrieved are the records requested.

Vendor Response:

2.4.5 The vendor should describe its plan of action for the transition from the old vendor to the new vendor.

Vendor Response:

2.4.6 The current boxes used by the State are Box Style – Dye Cut Carton; Inside Dimensions: 16"W x 12"L x 10"H; Paper Combination: 69-26-69; Strength – edge crush test of 44 pounds/inch; gross weight limit of 95 pounds. The vendor may suggest specifications for future storage boxes needed for effective records management; however, the vendor will be expected to move existing records in existing boxes or furnish boxes as needed at no additional or separate cost to the agencies. The vendor should describe its preferred box style and size.

Vendor Response:

2.4.7 The vendor will be expected to supply the Department of Administration with agency reports showing the agencies storing documents in the facilities during that month and listing the total amount of cubic feet of storage for each agency.

The vendor may be requested to provide billing reports showing all billing activity for each state agency in a month and management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency. The vendor should provide samples of these types of reports.

Vendor Response:

Attachment B: Mandatory Specification Checklist

2.5.1 The Vendor must provide a secure storage facility for existing records in a metro Charleston area location. Vendor location must be within a 25 mile radius of State Capitol Complex.

2.5.2 The Vendor must be able to accommodate 150,000 boxes or approximately 180,000 cubic feet. Please describe the size of your proposed facility.

2.5.3 All Records Center employees must undergo an NCIC (national) background check as a condition of employment, as well as industry-standard privacy training.

2.5.4 All storage procedures must follow industry standard guidelines established by the Association of Records Managers and Administrators (ARMA). ARMA has published guidelines for records management – ANSI/ARMA 8-200-5 Retention Management for Records and Information.

2.5.5 The vendor is required to offer records management services to all state agencies statewide.

2.5.5.1 The vendor is responsible for the pick-up of boxes statewide within one week after contact.

2.5.5.2 The vendor is required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division and the Office of Technology that explain the indexing system and describes the location of all documents by agency. Please provide a sample in your response of this indexing report.

2.5.5.3 The vendor is responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area.

2.5.5.4 Documents must be destroyed by a crosscut shredder for paper. Microfilm must be shredded to 1/35" strip or smaller. Please describe the equipment available for to meet this requirement.

2.5.5.5 The vendor must bill each state agency storing records at the facility monthly in arrears. These bills must be according to the prices and categories contained in this RFP and the vendor's response. When the vendor must ship the materials to the agency location, the costs for postage will be billed as a pass-through charge. The vendor should provide the percentage if they plan to charge a processing fee.

2.5.5.6 If requested by any agency, the vendor must retrieve, fax, and re-file up to 25 single-sided pages. This task must be completed within twenty-four (24) working hours of the agency request or if requested as a rush, within four (4) working hours.

2.5.6 The successful vendor will be responsible for moving all boxes from the existing location to the new location within 60 days after award if a new vendor is chosen.

2.5.6.1 The current vendor will provide each agency with a list of documents currently in storage. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor picks up the agency's boxes.

2.5.6.2 The new vendor and the old vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.

2.5.6.3 The selected vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the current vendor's location and other agency facilities.

2.5.6.4 The successful vendor will move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor will repackage as needed at no additional or separate cost.

2.5.7 The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the State of West Virginia.

2.5.8 The vendor must maintain the confidentiality of any record or document deemed "confidential" by West Virginia State or Federal law from the time it is placed in storage continuing through the destruction of the document.

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Cost Sheet

Cost information below, as detailed in the Request for Proposal, should be submitted in a separated sealed and clearly labeled envelope.

Description	ESTIMATED QUANTITIES	UNIT PRICE	UNIT OF MEASURE	EXTENDED PRICE
Initial Costs to Agencies				
A. Transfer of existing boxes (may include replacement boxes)	80,000 boxes		per box	\$
B. New Input – indexing of existing documents	80,000 boxes		per box	\$
Monthly Costs to Agencies				
A. Storage per cubic foot	97,472 cubic feet		per cubic foot	\$
Activity Costs to Agencies				
A. Pickup and/or Delivery for first 3 cubic feet				
0 – 3 miles	200 pickups		per pickup	\$
3 – 25 miles	500 pickups		per pickup	\$
Rush	50 pickups		per pickup	\$
Emergency (after hours or the weekend)	2 pickups		per pickup	\$
Each Addition cu ft beyond the first 3 cubic feet	11,500 cubic feet		per cubic foot	\$
B. New Input – Indexing per box	11,500 boxes		per box	\$
C. Retrieval				
Boxes – per cubic foot	845 boxes		per box	\$
Files – per item	4,700 items		each	\$
Rush – during business hours per cu ft	318 cubic feet		per cubic foot	\$
Emergency – after business hours, Saturday, Sunday and Holidays – per cu ft	2 cubic feet		per cubic foot	\$

D. Refiling (no indexing required)					
Boxes – per cubic foot	845 boxes			per box	\$
Files – per item	4,700 items			each	\$
E. FAX cost per page	113 pages			per page	\$
F. E-mail cost per page (e-mail PDF)	75 pages			per page	\$
F. Destruction – Cost per cu. Ft.	8,750 cubic feet			per cubic foot	\$
G. Photocopy – Per Page	86 pages			per page	\$
H. Vault Storage	120 cubic feet			per cubic foot	\$
I. Permanent Removal of boxes	120 cubic feet			per cubic foot	\$
Cost of Storage Boxes	6,000 boxes			per box	\$
Hourly Rate for Special Projects and Services not covered above	250 hours			per hour	\$
Grand Total					\$

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the cost proposal.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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