



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  
**WEH90077**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Judy K. Sheppard, President  
 Professional Services of America, Inc.  
 601 Avery Street, Suite 500  
 Parkersburg, WV 26101

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/04/2008				

BID OPENING DATE: **01/06/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MIN		948-42		
<p>CHIEF OF STAFF SERVICES FOR WELCH COMMUNITY HOSPITAL.</p> <p>CONTRACT TO BE FOR THE PERIOD OF ONE YEAR, WITH THE OPTION OF (2) TWO (1) ONE YEAR RENEWALS. EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

RECEIVED  
 08 DEC 12 AM 10:29  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Judy Sheppard</i>	TELEPHONE 304 485 1281	DATE 12/10/08
TITLE President	FON 55-0721673	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."

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**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



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 Department of Administration  
 Purchasing Division  
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 601 Avery St., Suite 500  
 Parkersburg, WV 26101

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<p>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>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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Judy K. Sheppard</i>	TELEPHONE 304 485 1281	DATE 12/10/08
TITLE President	FEIN 55-0721673	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/16/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Judy K. Sheppard</i>	TELEPHONE 304 485 1281	DATE 12/10/08
TITLE President	FERN 55-0721673	ADDRESS CHANGES TO BE NOTED ABOVE

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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----WEH90077-----						
BID OPENING DATE:-----1/6/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 485 1280						
CONTACT PERSON (PLEASE PRINT CLEARLY): Judy K. Sheppard, President						
***** THIS IS THE END OF RFQ WEH90077 ***** TOTAL:						\$300,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Judy K. Sheppard</i>	TELEPHONE 304-485-1282	DATE 12-10-08
FAX <i>304-485-1282</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
**Department of Health and Human Resources**  
**Welch Community Hospital**  
**RFQ #WEH90077**

**GENERAL INFORMATION**

***Purpose:***

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide Chief of Staff Services for Welch Community Hospital.

***Project:***

The mission or purpose of the project is to provide Chief of Staff Services for Welch Community Hospital.

**OPERATING ENVIRONMENT**

**2.1 Location**

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

**2.2 Background:**

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

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2008 fiscal year:

Emergency Room Patients – 8,250  
 Observation Visits – 373  
 Clinic Patients – 24,294  
 Surgeries – 327  
 Deliveries – 64  
 Laboratory Tests – 672,638  
 Radiology – 13,446  
 CAT Scans – 2,334  
 Ultrasound – 1,552  
 Mammography – 604  
 Respiratory Tests – 18,506

Electrocardiograms – 3,352  
 Admissions – 831  
     Long Term Card ADC (51 Patients per day) – 94%  
     Overall ADC (60 Patients per day) – 63%  
 Total Patient Days (18,476 Long Term Care and 4,448 Acute Care Days) – 22,924

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
 Pediatric Clinic  
 Newborn Care  
 Internal Medicine  
 Surgery  
 Emergency Room Services  
 Radiology Services Including:  
     Diagnostic  
     CAT Scan  
     Ultrasound  
     Mammography  
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
 Laboratory Services

## PROCUREMENT SPECIFICATIONS

### 3.1 General Requirements

The mission/purpose of this project is to provide Chief of Staff Services for Welch Community Hospital. The Chief of Staff shall manage the medical affairs of the Hospital in cooperation with, and under the direction of the Hospital administration and shall recognize that it is essential that the medical and hospital administration function jointly in a manner that provides high quality medical and hospital care to protect the patient and minimize the liability of the State in providing healthcare.

### 3.2 SCOPE OF WORK:

The vendor is to quote services of providing Chief of Staff Services, these services are to include, but are not limited to, the following:

- a. Vendor shall serve as Chairman for the Executive Committee, Credentials Committee, and Quality Assurance Committee. Serving on other various committees may be required.
- b. Shall be available for consultative and administrative issues at all times.
- c. Shall be available for two (2) hours per week of scheduled time with the Medical Staff Secretary.
- d. Shall be available for four (4) to six (6) hours per month scheduled for medical staff meeting days which occur on the fourth (4<sup>th</sup>) Thursday of each month.

- e. Vendor will provide medical administration services to the hospital's medical staff and provide guidance and direction to all physicians with privileges to practice at the Hospital.
- f. Vendor will be accountable to the Department, through the Hospital Administrator, for the professional activities and quality of medicine at the Hospital.
- g. Vendor must review monthly shift and standby schedules to provide adequate coverage. These schedules shall be provided to the Hospital administration no later than five (5) working days prior to the beginning of each month.
- h. Vendor will direct educational programs for the medical staff nurses, paramedical personnel and attending physicians as appropriate and necessary.
- i. Vendor will define and delineate Medical Staff policies, standards and functions with the aid of nursing, administration, and medical staff committees.
- j. Vendor will consult in planning, organizing, and managing space, facilities, and equipment utilized by the medical staff.
- k. Vendor will schedule and conduct regular meetings of the medical staff.
- l. Vendor will participate in and direct medical care in the Hospital's disaster planning and exercises.
- m. Vendor will provide input to administration, based on participation in community activities on behalf of the Hospital, regarding community needs for medical care.
- n. Vendor will direct and participate in medical staff quality assurance activities as required by JCAHO and other regulator agencies, as appropriate.
- o. Vendor will strive to improve medical health care delivery.
- p. Vendor will orient new physician staff members to the medical staff as appropriate.
- q. Vendor will establish a methodology for dealing with patient complaints and staff conflicts.
- r. Vendor will establish and develop a medical audit program for evaluation of medical care rendered by the medical staff.
- s. Vendor will consult with professional and subordinate medical staff and students concerning prescribed medical and treatment areas requiring improvement in the medical program.
- t. Vendor will prescribe and direct various therapy activities.
- u. Vendor will promote good health practices and advise local personnel on problems.
- v. Vendor will assist the Hospital in obtaining and maintaining all proper licenses and accreditations.
- w. Vendor will actively participate in various other medical staff activities and responsibilities, including teaching and attendance at required meetings.
- x. Vendor will maintain professional qualifications, competency and licensure, including a current narcotics number.
- y. Vendor will apply for and maintain staff and clinical privileges.
- z. Participate in Hospital's medical staff organization as described in this section.

#### **4. Invoices and Progress Payments:**

Vendor shall submit a signed and dated time sheet stating time spent on Chief of Staff duties monthly. The time sheet is to be submitted to the Hospital Administrator by the fifth (5<sup>th</sup>) of the following month. The time sheet shall include (1) Date, (2) time spent (hours and/or minutes), and (3) description of services rendered. There must be a



minimum of twenty (20) hours per month spent of Chief of Staff duties. All time sheets must be submitted in a format approved by the hospital.

**5. Independent Contactor Status**

In the performance of the work, duties and obligations under this Contract, it is mutually understood and agreed upon that the Contractor is at all times acting and performing as an independent contractor and no principal-agent or employer-employee relationship is contemplated by the parties to this Agreement. The Hospital shall neither have nor exercise any control or direction over the methods by which Contractor or physician employees under his control perform their work. The sole interest and responsibility of the Hospital is to ensure the services offered by the Department covered by this Contract shall be performed and rendered in a competent, efficient and satisfactory manner. All Standards of medical practice and professional duties of the Contractor shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulatory of physicians and hospitals and to the operation of the department shall be fully complied with by all parties hereto. In addition, the parties shall also operate and conduct the department in accordance with the standards and recommendations of the Joint Commission on Accreditation of Hospitals, the bylaws of the Hospital, and the bylaws, rules and regulation of the medical staff as may be in effect from time to time. The provisions of this Agreement shall not be interpreted to conflict with the intent of the parties that the legal status of the Contractor shall at all times be that of an independent contractor.

**6. Cost Evaluation:**

Award will be based on the overall lowest price.

It is preferred that each responder use the Cost Proposal Sheet provided

**COST PROPOSAL**

**Cost:**

Chief of Staff Services

\$ 25,000 /month

\$ 300,000 /annually

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:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies

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

Vendor's Name: Professional Services of America, Inc.

Authorized Signature:  Date: 12/10/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Professional Services of America Signed: [Signature] Title: President Date: 12/10/08

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