



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
DEP14213

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/17/2008 | | | | |

BID OPENING DATE: **02/13/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | LS | | 952-75 | | |
| <p>EMPLOYEE ASSISTANCE SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL SERVICES TO IMPLEMENT AND ADMINISTER AN EMPLOYEE ASSISTANCE PROGRAM. A COMPREHENSIVE, SYSTEMATIC APPROACH TO THE REDUCTION OF EMPLOYEE'S WORK HAMPERING PERSONAL PROBLEMS SUCH AS ALCOHOLISM, DRUG ABUSE, MARITAL, FAMILY, EMOTIONAL, FINANCIAL, AND LEGAL. IT WILL BE AN EMPLOYEE RELATIONS PROGRAM AS WELL AS A SUPPORT SYSTEM FOR ALL EMPLOYEES.</p> <p>THE PROGRAM IS DESIGNED TO DEMONSTRATE D.E.P.'S CONCERN FOR IT'S EMPLOYEES, ASSIST MANAGEMENT IN DEALING WITH DECLINING PERFORMANCE, PROVIDE CONFIDENTIAL PROFESSIONAL ASSISTANCE FOR TROUBLED EMPLOYEES, REDUCE EXCESSIVE AGENCY COSTS ASSOCIATED WITH PERSONAL PROBLEMS, AND ASSIST THE AGENCY GOAL OF A HEALTHY AND PRODUCTIVE WORK FORCE, PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL INCLUSIVE YEARLY PRICE SHOULD BE CALCULATED AS SHOWN: MONTHLY PRICE PER EMPLOYEE X 12 MONTHS X 825 EMPLOYEES = \$ PRICE PER YEAR. PLEASE ENTER THIS AMOUNT AT THE END OF THE RFQ IN THE SPACE LABELED "TOTAL".</p> <p>EXHIBIT 3</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

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



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| <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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 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</p> | | | | | | |

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| <p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> | | | | | | |

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| <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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 () 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,</p> | | | | | | |

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| <p>DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> | | | | | | |

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| <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, 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>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> | | | | | | |

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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- | | | | | | |
| ***** THIS IS THE END OF RFQ DEP14213 ***** TOTAL: _____ | | | | | | |

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SCOPE OF SERVICE – The EAP for DEP will cover approximately 825 employees, including their spouses and dependents.

PROGRAM SERVICES

- Policy and Procedure Review
- Orientation and Training
- Ongoing Management Consultations
- Employee Communications Program
- Personal Education Workshops
- Personal Consultation Service
- Screened and Monitored Referral Service
- Case Management Services
- Reporting and Crisis Management
- Critical Incident Intervention
- Management Issues Clarification
- Telephone/Call-in Counseling (Toll Free Number)
- On-Site Group Intervention (8 sessions in selected locations throughout the State of WV)

STAFFING

Clinical staff shall include or be available at a minimum, the following:

Six (6) trained Psychologists in the following areas:

- Family Counseling
- Child Counseling
- Adult Counseling
- Seniors Counseling
- Adolescent Counseling
- Psychological Testing

Staff shall be available throughout the State of WV.

POLICY AND PROCEDURE REVIEW

Working with appropriate agency personnel, the vendor will assist in the review of existing policies and procedures regarding chemical dependency and other personal problems that affect employee performance. A thorough analysis of mental health and substance abuse coverage accorded employees and dependents via existing group health plans will be conducted. The vendor will create an Employee Assistance Program Policy and Procedure that will serve as a base for all EAP activity. The policy and procedure shall clearly state the procedural actions required to assure optimal program implementation as well as the interface between the EAP and other employee programs and benefits. This policy and procedure will be developed within 90 days of the contract award.

ORIENTATION AND TRAINING

To maximize program effectiveness the vendor will provide orientation and training programs for all management personnel within DEP.

DEP14213

- 1) Executive Orientation, Supervisor/Manager Orientation – the vendor will provide multiple one-hour orientations for all management personnel and all employees with supervision as part of their day-to-day role, at locations listed below. These sessions will be conducted prior to formal announcement of the program to allow for last minute procedural adjustments and to assure support for the program from its very inception. A schedule for these sessions will be established with 90 days of award of the contract.
- 2) Presentation to all DEP Employees – Orientation/Training sessions for non-supervisory employees shall be conducted at the following West Virginia locations:
 - Fairmont
 - Kanawha City
 - Logan
 - Oak Hill
 - Philippi
 - Wheeling

Ongoing Training and Orientation

- 1) Vendor will provide consultation for any manager/supervisor considering the referral of an employee to the EAP. Vendor will assist in the “Conflict Resolution” process as needed. This consultation should aid managers and supervisors in dealing with difficult or sensitive problems. Where requested, the vendor will meet with supervisors and employees to facilitate conflict resolution.
- 2) The vendor will provide an orientation program to be provided to all new employees either via a video provided to DEP staff or via a personal presentation by vendor staff at quarterly New Employee Orientations.

Employee Communications Program

There are many variables such as employee demographics, types of service available, etc. that affect utilization in an EAP. In order to establish an effective campaign to encourage self-referrals and to keep the program fresh in the minds of all personnel, the vendor will design a communications program based on DEP’s unique variables. Among the promotions anticipated are; home mailings, handouts, brochures, posters, and newsletter articles. All the promotional material should be geared toward encouraging positive, preventative mental health and early use of EAP services. The vendor will carry out at least one communications program directed to all DEP employees per quarter. A plan for the yearly communications will be presented within 90 days of contract award.

Personal Education Workshops

The vendor will be available to provide up to two one-hour workshops per year at each location (Fairmont, Kanawha City, Logan, Oak Hill, Philippi and Wheeling). The designated EAP Coordinator and the vendor will jointly determine subject matter. Examples of workshops provided shall include alcohol/drug awareness, parenting skills, stress management, interpersonal communications, personal budgeting, the relationship between positive mental health and

physical health, adapting to change (both on and off the job), dual career families, etc. Seminars should help employees improve various life skills, but establish a relationship of trust in the EAP staff which encourages early seeking of consultation for emerging personal concerns. They should form a critical element in a preventative Employee Assistance Program.

Personal Consultation Services

The vendor shall provide professional, experienced counselors to make accurate diagnosis of an employee's problem. As a result, it is anticipated that seventy percent (70%) of the individuals seeking counseling will not require referral to community resources.

Consultation is to be provided by appointment both days and evenings. Response to emergency requests for Management referral. Limits of confidentiality will be established per the Policy and Procedure Review and development process noted earlier. These are to be fully explained to all employees prior to program participation. It is anticipated that up to ten percent (10%) of all employees will utilize the EAP. It is also anticipated that ninety percent (90%) of the employees using the EAP will do so on a self-referral basis and ten percent (10%) will use the program at the request program at the request of a supervisor. The actual ration achieved will depend on the EAP policies and procedures established by the agency.

It is estimated that seventy to seventy-five percent (70-75%) of the employees seeking help can be assisted by the EAP with no out-of-pocket expense or use of group health benefits. Short-term counseling usually involves four to eight sessions spread over a two or three month period. Short-term counseling is a highly focused, goal-directed counseling that encourages the client in more responsible decision-making and improved interpersonal skills. Counseling will involve a four-step process including:

- 1) problem clarification
- 2) search for alternatives
- 3) personal action plan development
- 4) follow-up and support

Screened and Monitored Referral Service

For employees with personal problems requiring highly specialized care or hospitalization, vendor counselors will provide referral to screened and monitored treatment resources if necessary. Vendor shall use extreme care to assure objectivity in the referral process. Consideration will be given not only to the assessed problem but also to location, fees, and third-party coverage. The final choice of a referral resource is always made by the employee except in certain life-threatening situations. The employee approves releases of information in order that the EAP counselor and referral resource may exchange information relevant to the case. Fees for professional services rendered by resources other than the EAP will be the responsibility of the employee and/or his or her group medical insurance.

Case Management Services

In the case of a “mandatory referred” employee, the vendor will remain in regular contact with the referring personnel to assure consistency in management practice and to encourage follow through on the part of the employee.

REPORTING

Quarterly Reports

The vendor will provide on going analysis of program effectiveness. Statistical reports will include the number of persons using the program, types of problems identified, and demographic data. All reporting shall be done in such a way to assure confidentiality. An annual report will include year-end statistical findings, a review of all programming activities for the year, and suggestions for program reinforcement.

Employee Records

All employee records are considered to be the property of the State of West Virginia. Upon termination of this contract all employee records shall be turned over at no cost to the agency and/or held by the vendor for a period of one year. Upon written request by the agency the vendor shall transfer all records to another vendor in a safe and secure manner. If no transfer is requested by the agency within one year, all employee records shall be destroyed in a safe and secure manner at no cost to the agency.

Billing

The vendor may bill the agency (in arrears) either on a monthly or quarterly basis.

STATE OF WEST VIRGINIA
Purchasing Division

012

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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 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 are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____