



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
WWV09857

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-26		
COMPUTER PROGRAMMING PERSONNEL THEN WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION AND TECHNICAL SUPPORT SERVICES FOR THE MID-ATLANTIC CAREER CONSORTIUM (MACC) SYSTEM PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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						

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'

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFQ NUMBER
WWV09857

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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



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

Request for Quotation

RFQ NUMBER
WWV09857

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: WWV09857</p> <p>BID OPENING DATE: 05/28/09</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WWV09857

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ WWV09857 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**STATE OF WEST VIRGINIA
WORKFORCE WEST VIRGINIA
REQUEST FOR QUOTATION
WWV-09-857**

The purpose of this Request for Quotation (RFQ) is to procure design, development, implementation, and technical support services for the Mid-Atlantic Career Consortium (MACC) system used by Workforce West Virginia (Workforce).

BACKGROUND INFORMATION:

Workforce West Virginia (WFWV) is located at 112 California Ave, Charleston, WV 25305. Workforce is the primary entity responsible for jobs services and unemployment insurance in the State of West Virginia.

The Mid-Atlantic Career Consortium (MACC) system is an existing Web-based system developed in partnership with other mid-Atlantic states. This electronic system is used by Workforce West Virginia staff, local Workforce Investment Board (WIB) personnel, training providers, and partner agencies to deliver services to clients while meeting stringent federal and state requirements for accountability and security.

RESPONSIBILITIES OF WORKFORCE WEST VIRGINIA:

WFWV will provide the following:

1. Administrative support and guidance to the successful vendor. At the vendor's request, WFWV will provide clarification regarding any State, Department, or Bureau regulations and procedures.
2. All hardware, software, and network connectivity. Workforce staff will provide, backup, and maintain all hardware, network connectivity, and software needed by vendor staff to perform the tasks stipulated in this document.
3. Adequate on-site work space and office supplies for the vendor's staff, should it be required to fulfill the requirements of this RFQ. Determination of this requirement will be at the discretion of WFWV. Vendor should note that contact and interaction with WFWV staff is frequent and that no travel will be reimbursed except for periodic travel expressly required by WFWV.
4. General supervision and direction for vendor's staff.
5. Reimbursement for travel expenses shall be made in accordance with the State of West Virginia Travel Regulations; Provided, however, that the travel reimbursement is only for travel expressly requested by WFWV and that no other travel will be reimbursed.

RESPONSIBILITIES OF THE VENDOR:

The vendor shall provide professional design, development, implementation, maintenance, and support services to the WFWV MACC unit.

Vendor shall provide two (2) senior programmers (Technical Leads) that must:

1. Perform analysis, scope definition, design, and implementation of new or modified functionality within the application.
2. Assist in resolving and tracking help desk and other system issues through on-call as well as offline support.
3. Conduct internal reviews of work done by vendor staff as well as client personnel.
4. Provide operational support for all users, including client staff, employers, training providers, agency partners, and the general public.
5. Maintain compliance with US Department of Labor (DOL) and West Virginia policies and procedures.
6. Field technical questions from both state and MACC unit personnel.
7. Implement federal program requirements as stated in DOL Training and Employment Guidance Letters (TEGL) advisories.
8. Interface with other state agencies, such as Unemployment Insurance and the Department of Health and Human Resources, to develop data sharing policies and procedures.
9. Produce ad-hoc reports based on MACC system data.
10. Prepare, maintain, and follow detailed project plans including task assignments, Gantt charts, milestones, and deliverables preceding all development and implementation efforts.
11. Thoroughly test all new development, enhancements, modifications, following pre-defined and mutually agreed upon testing scenarios.
12. Document all work such that WFWV staff may analyze the work performed and make adjustments as needed.
13. Follow generally accepted industry standard design and development practices which lead to a highly normalized database design and an object oriented modular graphical user interface enabling client personnel to modify system parameters with minimal involvement from vendor staff.

14. Attend regular MACC unit and user focus group meetings as requested to discuss problems, future enhancements, etc.
15. Participate in knowledge transfer activities with MACC unit staff as directed by the MACC unit manager.
16. Provide guidance and expert advice on topics including, but not limited to: emerging technology and tools that will enhance or improve the functionality, performance, and/or robustness of the MACC system and configuration of the technical infrastructure supporting the MACC system.
17. Periodically work overtime and/or work outside of normal business hours as needed for system updates, troubleshooting, etc.
18. Work with the MACC Unit Manager to ensure that WFVW's MACC system direction remains consistent and compliant.
19. Provide fully dedicated staff to the MACC project.
20. Provide uninterrupted service. In the event of staff turnover, the vendor is responsible for filling vacant positions with individuals of equal or higher qualifications that are pre-approved by WFVW personnel within two-weeks of the vacancy and at no additional cost.
21. Provide annual technical training and/or education to assigned staff to maintain and improve employee skills.
22. Provide qualified staff that have the following minimums of knowledge, skill, and ability:
 - a. A minimum of four (4) years of programming experience with VisualBasic 6, COM+, ASP, ASP.Net, C#.Net, XML, XSL, XSLT, TransactSQL, VBScript, and JavaScript. Certifications, course records, and/or references should be supplied to validate the required experience.
 - b. A minimum of four (4) years of experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2000/2005 administration and clustering, and Microsoft IIS 7.0 Web Server administration. Certifications, course records, and/or references should be supplied to validate the required experience.
 - c. A minimum of one (1) year experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching. Please provide a reference that can verify experience.

- d. A minimum of four (4) years experience with Crystal Reports/Business Objects reporting tools. Please provide a reference that can verify experience.
- e. A minimum of three (3) years experience installing, configuring, and using DOL/Mathematica DRVS software for federal data validation. Please provide a reference that can verify experience.
- f. A minimum of three (3) years experience with Intel-based server hardware, Cisco PIX, and Cisco CSS hardware. Please provide a reference that can verify experience.
- g. A minimum of five (5) years of experience with the requirements of the US Department of Labor: Workforce Investment Act of 1998, Wagner-Peyser Act of 1933, Trade Act of 1974, and National Emergency Grants (NEGs). Please provide a reference that can verify experience.
- h. A minimum of five (5) years of experience working with the Mid-Atlantic Career Consortium (MACC) system in any of the consortium member states (e.g., Maryland, Pennsylvania, Virginia, or West Virginia). Please provide a reference that can verify experience.

Technical Lead for System Architecture

In addition the general requirements outlined above, the Technical Lead for System Architecture will:

1. Provide overall vision, direction, concepts, and business requirements analysis for the project.
2. Prepare estimates and schedules for work and work with the MACC unit manager to assign priorities.
3. Develop policies and procedures in coordination with the MACC unit manager to ensure 24/7/365 system operation and support of all system users.
4. Support annual DOL data validation efforts by creating samples, compiling and verifying results, and submitting results.
5. Oversee the deployment of system changes to the development and production environments.
6. Develop and enforce application development standards and best practices within the MACC unit.

7. Provide timely responses to WFWV management.
8. Monitor the performance and suitability of the development and production environments. These environments consist of web, application, and database servers in a three tier configuration.

Technical Lead for Database Administration

In addition the general requirements outlined above, the Technical Lead for Database Administration will:

1. Serve as the architect for all database development.
2. Ensure that daily database backups are performed, verified, and secured appropriately.
3. Provide database administration for both the development and production environments.
4. Develop and enforce database standards and best practices within the MACC unit.
5. Migrate and/or bulk insert data as needed.
6. Monitor performance and capacity usage for the development and production databases and take corrective action as necessary.
7. Perform consistency checks of the development and production databases and maintain database indexes to ensure minimal fragmentation to optimize performance.
8. Regularly test the restoration of the production database to the development system.
9. Develop, generate, maintain, verify, submit, and field questions regarding preliminary, quarterly, and annual DOL reports.
10. Produce ad-hoc reports, based on programs, regions, service locations, and/or service providers as requested.
11. Load wage data from the Unemployment Insurance (UI) and Wage Record Interchange System (WRIS).

OTHER VENDOR REQUIREMENTS:

1. The vendor must provide credible, detailed evidence of experience related to the Mid-Atlantic Career Consortium (MACC) system. It is preferred that this be

submitted with the bid.

2. The vendor must provide a functional organizational chart indicating the proposed project structure. The vendor should provide job descriptions and resumes for the key project staff and any other staff who will work on any part of this contract, specifying experience with the vendor and relevant education, experience, and training. It is preferred that this be submitted with the bid.
3. The vendor must provide at least two (2) references from similar projects within the past three (3) years. These references must include a description of the work performed and contact information for verification. It is preferred that this be submitted with the bid.
4. The successful vendor must provide a written statement acknowledging that all documentation, processes, materials, algorithms, source code, graphical design, applications or any other work products developed under this contract are the sole property of the State of West Virginia and may not be used elsewhere for any purpose without prior written permission.
5. The vendor shall ensure that the original software, source code, object code, and all modifications, throughout the life of any agreement resulting from this RFQ, will be held in escrow, to be released to WFWV upon termination of said agreement. It is further understood that the State will retain a perpetual license to the object code.

VENDOR'S BID QUOTATION:

The vendor will include all costs necessary for all services required pursuant to the terms of this RFQ within the format provided below. No other expenses will be paid unless otherwise provided for in the RFQ.

Qty	Description	Hourly Rate	Monthly Cost (based on 160 hours per month)*	Annual Cost
1	System Architect			
1	Database Administrator			
	Grand Total			

*Four (4) weeks per month at forty (40) hours per week

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: _____ Signed: _____
Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____