



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 |
| ADJ1012 |

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| PAGE |
| 1 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| BUYER 32 304-558-2544 |

RFQ COPY
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ADJUTANT GENERAL

1703 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1085 341-6371

VENDOR

SHIP TO

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 05/26/2010 | | | | |

BID OPENING DATE: 06/17/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | YR | | 948-21 | | |
| <p>MILITARY MEDICAL CARE LIAISON</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ADJUTANT GENERALS OFFICE'S WEST VIRGINIA MILITARY AUTHORITY, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE THE SERVICES OF A PROFESSIONAL MILITARY MEDICAL CARE LIAISON PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE SPECIFICATIONS AS ATTACHED.</p> <p>VENDORS SUBMITTING BIDS TO PROVIDE THESE SERVICES ARE TO POSSESS THE EXPERIENCE DETAILED HEREIN AND PROVIDE PROOF OF SUCH EXPERIENCE AND QUALIFICATIONS WITH THEIR BID SUBMISSION.</p> <p>VENDORS ARE TO INDICATE THEIR ALL INCLUSIVE HOURLY RATE FOR SERVICES IN THE "FEE/HOURLY RATE" SECTION OF THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACT AWARD WILL BE DETERMINED BY MULTIPLYING THE INCLUSIVE HOURLY RATE BY A YEARLY ESTIMATED NUMBER OF 2,080 HOURS.</p> <p>ALL QUESTIONS PERTAINING TO THIS ADVERTISEMENT ARE TO BE SUBMITTED IN WRITING TO THE FOLLOWING WEST VIRGINIA PURCHASING DIVISION CONTACT:</p> <p>CHUCK BOWMAN E-MAIL: CHARLES.A.BOWMANJR@WV.GOV FAX#: 304.558.4115</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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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| <p>EXHIBIT 1</p> <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) SUCCESSIVE 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 WITH 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</p> | | | | | | |

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| <p>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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF PROFESSIONAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>REV. 9/98</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p> | | | | | | |

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| <p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: 32 RFQ. NO.: ADJ1012 BID OPENING DATE: 06/17/2010 BID OPENING TIME: 1:30 PM</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> <p>***** THIS IS THE END OF RFQ ADJ1012 ***** TOTAL: _____</p> | | | | | | |

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Description: The objective is to secure a professional Military Medical Care Liaison to serve as the statewide point of contact and coordinator to provide Military medical care education to Physician's, their office managers or supervisors, Active Duty, Reserve, National Guard and family members and veterans/retirees as to the benefits and entitlements available through Military Medical Care and to provide technical assistance in resolving entitlements to that care, for a period of one year with the option of renewable agreements for two twelve month periods as long as funds are available. The contractor will work within Family Programs.

Background: The West Virginia Military Authority ("Authority") is a state agency created by the Legislature (See WV Code 15-1F et seq.) effective 1 July 2008. The agency is part of the Adjutant Generals Office. The administrative offices of the Authority are located at the Adjutant General's Office, 1703 Coonskin drive, Charleston, WV, 25311. The contractor shall report through the Chief Financial Officer.

Personnel Requirements:

Deliverables: The contractor shall provide the State Joint Forces Headquarters with a professional experienced in Military Medical Care programs and policies, procedures, pre and post mobilization entitlements/requirements. Contractor shall perform the following requirements:

1. Provides information, education and assistance to Physicians and or office managers on how and why to become Tricare providers for all Active duty members, Reserve, National Guard, and their dependents as well as retirees living in West Virginia.
2. Works with State agencies to develop programs to support Retirees, Active Duty, Reservists, National Guard members and/or their families living in West Virginia as well as encouraging physician programs for Veteran service.
3. Works as a Beneficiary Counseling and Assistance Coordinator (BCAC)/Health Benefits Advisor (HBA) for all West Virginia Service Members, their families, Retirees and their families to assist them solve any benefits problems they may encounter either by contacting the physicians office and/or Health Net Federal Service.
4. If necessary, assist JFHQ Tricare personnel with the operation and execution of reintegration programs for Guard members returning from deployment. The intent is to assist reintegration personnel with obtaining Tricare support for reintegration activities. It is not the intent for the Medical Care Liaison representative to be used to manage the day to day operation of reintegration programs.
5. Works with Non-Governmental Agencies to develop programs to support Retirees, Active Duty, Reservists, National Guard members and/or their families

living in West Virginia as well as encouraging physician programs for Veteran service.

6. Works with Not-for-profit organizations to provide continuation of care programs to support Retirees, Active Duty, Reservists, National Guard members who have been separated and living in West Virginia.
7. Assists in providing monthly reports to the State Joint Forces Headquarters J-1 that identify barriers encountered by Guard members and their families regarding receipt of entitlements and the actions taken to overcome them. Assists in analysis of problems encountered and resolved to determine trends and areas that require further attention.
8. Helps analyze, interpret and clarify changes in the various Military Medical Care entitlements and provides updates to Joint Forces Headquarters Staff and Retirees, Active Duty, Reservists, National Guard members and/or their families living in West Virginia.
9. Provide annual briefs to up-date retirees on benefits, assists with the Tricare enrollment process and to ensure retirees understand the intricacies of Tricare
10. As needed, participates on State legislative councils/teams representing organizations and agencies involved in obtaining, and resolving Military Medical Care entitlements and benefits issues for Retirees, Active Duty, Reservists, National Guard members and/or their families.
11. To act as the go person for contacting Health Net Federal Service for the purpose of contracting Medical Providers desiring to enroll as a Network Provider for the Tricare Prime Remote Program.
12. Assist community agencies and medical professionals that have the ability and desire to support our military members and their families.
13. Anticipated numbers of man-hours for this position may vary but will average 40 hours per week. Time in excess of 40 hours must be pre-approved by the Contracting Officer.
14. Travel is anticipated for these tasks and must be included in contract bid costs and will be the responsibility of the contractor. Contractor must provide their own transportation.
15. Required license and/or certification requirements related to this position are the responsibility of the contractor, as well as any continuing education to maintain required license/certification.

On-Site Services: Contractor shall provide On-site consultation with operations officer and WVMA staff at least three times per week and shall be available for immediate on-site consultation as the human resources activities of the Authority require.

Contractor qualifications: the contractor shall have the following minimum education and professional experience.

Education: Bachelor's degree from an accredited four-year college or university is preferred; experience can be accepted as degree - minimum of two (2) years.

Experience: The Military Medical Care Liaison must already be formally trained; which requires two (2) courses: All mandatory courses through Tricare University; On-Line or resident course will suffice, and already be a Beneficiary Counseling and Assistance Coordinator (BCAC)/ Health Benefits Advisor (HBA), training certificates are required. New certifications as required by Tricare Management Office (TMO). The Military Medical Care Liaison must have two (2) years professional working experience with Tricare, already be knowledgeable of Active duty, Reserve, Retiree, Army and Air National Guard statuses and entitlements to assist Retirees, Active Duty, Reserve, National Guard members and/or their families. Documentation verifying course completion and certification noted above are to be provided in the bid package.

Professional Liability Insurance: Contractor shall have current Professional Liability Insurance coverage commensurate with services being contracted for of \$1 million.

Billing/documentation: Contractor shall present an invoice for services rendered by the 5th day of each month. The invoice should list each day worked number of hours worked each day, a detailed description of duties performed each day, and include date prepared and original signature of contractor.

Fee/Hourly Rate: The fee or hourly rate for services provided:

Estimated # of Hours – 2080 Hourly Rate \$ _____ = \$ _____ Total

GOVERNMENT FURNISHED MATERIALS

The Contractor will be provided office space, telephone, computer equipment, and normal office supplies as provided for permanent staff. The Contractor will have access to Military Medical Care materials, publications, forms, directives, etc. as required to perform program analysis and above implementation guidance.

MISCELLANEOUS

1. Hours of Operation: The contractor shall perform the services required under this contract within core operating hours which are 0730-1600 hours, Mon thru Fri. Overtime hours may be required in order to respond to emergencies.
2. The contractor is cautioned that if off-duty active military personnel are hired under this contract, they may be subject to deployment. Military Reservists and

National Guard members may be subject to recall to active duty. The absence of such employees shall not constitute an excuse for nonperformance under this contract.

SECURITY REQUIREMENTS

1. National Agency Check (NAC) Clearance is required to obtain a Common Access Card (CAC) and subsequent access to the Local Area Network (LAN).

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.*

RFQ No. _____

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 owned 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.

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 December, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____