



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  
 WWV10864

PAGE  
 1

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

RFQ COPY

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BUREAU OF EMPLOYMENT PROGRAMS  
 5501 FED-UC BOARD OF REVIEW  
 1321 PLAZA EAST  
 CHARLESTON, WV  
 25301-1400 304-558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2010				

BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-72		
<p>TRANSCRIPTION SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH TRANSCRIPTION SERVICES FOR HEARING RECORDINGS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR THE TECHNICAL QUESTIONS IS 3/22-10 AT 4:00 P ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>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.</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](http://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.

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**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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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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VENDOR

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SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS  
 5501 FED-UC BOARD OF REVIEW  
  
 1321 PLAZA EAST  
 CHARLESTON, WV  
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BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>						

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04/07/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</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.: WWV10864</p>						

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BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 04/07/2010 BID OPENING TIME: 1:30 PM  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 WWV10864 ***** TOTAL: _____						

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STATE OF WEST VIRGINIA  
 WORKFORCE West Virginia  
 REQUEST FOR QUOTATIONS  
 WWV-10-864 (Transcription Services)

1. GENERAL INFORMATION

1.1 Project:  
Transcribing of Hearings

The Board of Review conducts hearings that are recorded on cassette tape or digital recording to be transcribed. The specific number of hearings held varies from month to month. The Board of Review estimates 700 hearings to be transcribed per month.

Transcripts shall be typed in the following manner:

- The first page shall have 1" margin
- All subsequent pages shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on left and 5/8" margin on the right side.
- Single spacing Questions and Answer format
- Arial 12 point Font type and size
- Index of Direct, Cross, Redirect, Recross, etc. on second page
- Certification on last page
- Header with claimant name and claim number
- The first typing line is line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
- Index of key words at the end of the transcript.

The completed transcripts shall be printed on 8.5" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with MS Word 2000.

Typing of Decisions/Orders

Approximately 4,500 decisions are issued by the Board of Review per year. They have approximately seven individuals holding hearings and dictating decisions. These decisions vary in length from two (2) pages to as many as five (5) pages. A "typical" decision is three (3) pages.

Decisions shall be typed in the following manner:

- The first page shall have a 1" margin at the top.
- All subsequent pages shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the left-hand side and a 3/4" margin on the right hand side of each page.
- Single-spaced with appropriate paragraphing.
- Arial 12 point Font type and size.
- The first typing line on page 1 is "7" and shall end at approximately "59", for 52 typing lines on page 1.
- All subsequent pages shall begin on line "8" and end approximately on line "59" leaving 51 typing lines per page.

"Standard" decisions are attached to this RFQ for the Board of Review (Attachment A) to show the form of the respective decision/orders. Hearings transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in this format.

The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decision/orders. The board of Review will update and change the preformatted language as necessary.

The successful bidder must provide toll-free receipt of the dictation of the decisions/orders by employees of the board of Review.

The vendor must have the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. A sufficient number of lines shall be available in place to accommodate all employees dictating simultaneously. All cost necessary to accommodate this level of dictation, is a cost of doing business with the agency similar to all overhead and must be calculated with the vendor's price/cost per page quotation.

## **1.2 Price quotations**

The price(s) quoted in the bidder's response will not be subject to any increase and will be considered firm for the life of the contract.

## **2. SCOPE OF WORK**

### **2.1 Decisions Orders from Cassette Tapes**

The successful vendor will transcribe decision/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, the equipment must be repaired with a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review. Also, the vendor must be available for in-person pick-up of cassettes each day. The pick-up location will be in the Charleston, West Virginia area.

### **2.2 Searchable Data Base Program**

The successful vendor shall maintain and provide to the Board of review a searchable database program of all transcripts available on either Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a high-lighted display of the searched words with the file. For example, all the transcripts with the words "fatal" and "cardiac" will be listed in a directory-style listing and transcripts will come up one at a time with the keywords fatal and cardiac highlighted every time they appear in each document.

### **2.3 Electronic Transfer of Document**

The vendor must have the ability to electronically mail decisions/transcripts to Board of Review in format compatible with the Board of Review software such as Word 2000.

The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local with within 48 hours of receiving the dictation. For example, a decision dictated by 5:00 p.m. on Friday must be transcribed and returned to the Board of Review no later than 5:00 p.m. on Tuesday. The Vendor selected must indicate the security in place for electronic transfer of information. The vendor must accommodate the requirement of the board of Review to prioritize the order in which the dictations of decisions are typed.

The successful vendor will retain a "copy" of the electronically transmitted documents for a 45-day period. The successful vendor will provide to the Board of Review the previous month's transcription of decision/orders on a mass magnetic storage device (such as a compact disc) within ten (10) days of the end of each month.

If electronic mail is unavailable for a 24-hour period, the successful vendor shall deliver the transcribed decision/orders to the Board of review by magnetic mass storage device (such as a compact disc).

**2.4 Retention and Confidentiality**

The successful vendor agrees to keep all dictation of hearings transcripts and decisions/orders, and any voluntary storage of those materials confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server or other digital storage devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and, all hard copies of documentation shall be secured away from public access and viewing.

The successful vendor is not required to keep the transcribed materials stored for any specified period of time and shall only store it for whatever standard period of time the vendor deems appropriate for their internal needs.

**2.5 Accuracy**

The quality of the decisions/orders/transcripts shall be subject to a quality review by the Board of Review. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictations material (either to or from the Board of Review and the successful vendor), and contract resulting from this RFQ may be terminated.

The Board of Review considers three or more errors per page of typed decision/order/transcript to exceed an acceptable level. This includes typing, grammar and English context or spelling errors. If the vendor fails to cure the problem and the contract is terminated, all work in progress shall be delivered to the Board of Review.

**2.6 Prioritization**

Vendor must accommodate the requirements of the Board of Review to prioritize work and comply with special requests regarding the order in which dictations are transcribed.

**2.7 Indexing**

The vendor will provide keyword indexing at the end of each transcript. The indexing will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number. For example, see Attachment B.

**2.8 Qualifications**

Vendor must have a minimum of five (5) years experience in doing legal and medical transcription.





3. COST PROPOSAL

	Estimated Annual Pages*		Price Per Page	Cost
Transcribing Hearings from Cassette Tapes or Digital Recordings	30,000	x	_____	_____
Transcribing Telephone Dictation	7,000	x	_____	_____
Typing of Decisions/Orders	20,000	X	_____	_____
Documentation copying	300,000	X	_____	_____
	TOTAL			_____

\*Estimates are for calculating purposes only.



Board of Review  
WORKFORCE West Virginia  
112 California Avenue  
Charleston, West Virginia 25305  
304-558-2636/1-800-635-0189

Case No. 1

IN THE MATTER OF:

Claimant:

S.S. No. :

Address :

Employer:

Address :

This case came on for telephonic hearing before \_\_\_\_\_, Administrative Law Judge, on \_\_\_\_\_, 2006.

APPEARANCES:

CLAIMANT appeared telephonically. Employer appeared telephonically by \_\_\_\_\_

ISSUE:

The Employer appealed from the decision of the \_\_\_\_\_ dated \_\_\_\_\_ which held: "Claimant not disqualified; discharged but not for misconduct."

FINDINGS OF FACT:

1. The claimant worked for the above employer as a \_\_\_\_\_ beginning \_\_\_\_\_ As part of his duties, and immediately precedent to his separation from employment the claimant was assigned to perform services at an \_\_\_\_\_ for an \_\_\_\_\_
2. On Saturday, \_\_\_\_\_, the claimant was working at the \_\_\_\_\_ on the \_\_\_\_\_ shift. Part of his responsibilities was to answer the \_\_\_\_\_ to direct calls and answer inquiries from employees and \_\_\_\_\_

Board of Review  
WORKFORCE West Virginia  
112 California Avenue  
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304-558-2636/1-800-635-0189

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IN THE MATTER OF:

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S.S. No. :

Address :

Employer:

Address :

This case came on for telephonic hearing before \_\_\_\_\_, Administrative Law Judge, on \_\_\_\_\_, 2006.

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The Employer appealed from the decision of the \_\_\_\_\_ dated \_\_\_\_\_ which held: "Claimant not disqualified; discharged but not for misconduct."

FINDINGS OF FACT:

1. The claimant worked for the above employer as a \_\_\_\_\_ beginning \_\_\_\_\_ As part of his duties, and immediately precedent to his separation from employment the claimant was assigned to perform services at an \_\_\_\_\_ for an \_\_\_\_\_
2. On Saturday, \_\_\_\_\_, the claimant was working at the \_\_\_\_\_ on the \_\_\_\_\_ shift. Part of his responsibilities was to answer the \_\_\_\_\_ to direct calls and answer inquiries from employees and \_\_\_\_\_

3. It is alleged that the claimant failed to \_\_\_\_\_ on the \_\_\_\_\_ and also from the \_\_\_\_\_ who had reportedly called on the public telephone.

4. The claimant denies this. The only evidence proffered to the contrary was hearsay evidence of what the \_\_\_\_\_ owner had been told. Accordingly, I find the best evidence reveals that the claimant did not fail to answer calls, and was not in dereliction of duty.

5. The \_\_\_\_\_ any requested that the claimant be replaced and another \_\_\_\_\_ assigned to the position. They did not wish him to be on the property further.

6. On or about \_\_\_\_\_, the claimant was terminated from employment. I find no misconduct on his part in connection with the separation.

#### CONCLUSIONS OF LAW and DISCUSSION:

Chapter 21A-6-3(2) of the West Virginia Code provides that an individual shall be disqualified from receiving unemployment compensation benefits for the week in which he was discharged from his most recent work for misconduct and the six weeks immediately following such week. The Supreme Court of Appeals of West Virginia has defined misconduct to include a willful act on the part of an individual, which is contrary to the best interest of the employer. On the other hand, mere inefficiency, unsatisfactory conduct, failure in job performance as a result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgement or discretion, are not deemed to be misconduct within the meaning of the Code. The burden is on the employer to prove misconduct.

The employer has the burden to establish with competent, reliable and appropriate evidence that an individual committed misconduct. Evidence must be in the form other than total hearsay. The employer's representative at hearing had no personal knowledge of the facts and circumstances other than what he had been told.

The claimant denies these allegations and establishes that he performed his duties at all times to the best of his ability, and any failures were, of necessity, occasioned by failures in either the mine phone or the public telephone service, both of which had occurred at prior times.

The evidence does not preponderant in favor of the employer. The employer has failed to meet its burden. Conversely, I find the claimant's testimony, firsthand, made under oath, and credible. I find that the claimant was guilty of no \_\_\_\_\_ . I agree with the deputy that no disqualification and be imposed.

#### DECISION:

The decision of the deputy is affirmed. The claimant is not disqualified from receiving unemployment compensation benefits. The claimant was \_\_\_\_\_ from his most recent employment, \_\_\_\_\_

This, the \_\_\_\_\_th day of \_\_\_\_\_ 200\_\_\_\_\_.



---

F. MALCOLM VAUGHAN  
ADMINISTRATIVE LAW JUDGE  
BOARD OF REVIEW, WEST VIRGINIA  
BUREAU OF EMPLOYMENT PROGRAMS

FMV/sm

Date Mailed: 06/14/2006

By: sm

RIGHT OF FURTHER APPEAL: If any party in this decision desires to take a further appeal, such appeal must be filed in writing within EIGHT DAYS, or not later than \* \_ \_ at the local office where the claim was filed. The appeal may also be mailed directly to the Board of Review, 112 California Avenue, Charleston, WV 25305, and must be postmarked no later than the above \*date, unless such date falls on a weekend or holiday, at which time the Board of Review will accept the appeal if it is filed on the next working day.

CC: UC Field Operations 5105  
Legal 5302 FED

COACHED (22):13  
 COACHING (12):15 :2 (34):14  
 COACHINGS (12):12 :6 (21):20 :23 (33):20  
 (22):1 :11  
 COLLECTED (3):19  
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 COMING (23):21  
 COMMENT (14):11 (15):5  
 COMMENTS (14):20 :6 (18):5 (20):23  
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 CONCLUDED (9):16  
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 CONFRONTED (24):18  
 CONTINUE (20):14 (25):9  
 CONTROL (24):7  
 CONVERSATION (27):24 (28):4 (29):4  
 COPY (12):24 (5):10 (6):23 (7):23  
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 COULDN'T (29):6  
 COUNTY (36):11  
 COVERED (11):10  
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 DECEMBER (12):3  
 DECIDED (27):17  
 DECISION (3):11 :2 :9 (32):22 (36):6 (5):6  
 (9):17 (3):16 (4):13 :5  
 DECK (14):12 (15):18  
 DENY (28):18  
 DEPUTY (1):22 (3):11 :2  
 DEPUTY'S (5):5  
 DEPUTY'S (4):12  
 DESCRIBED (12):19 (12):13 :7 (33):11 :21  
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 (27):11 :4 (31):11  
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# 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 \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_