



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

Request for Quotation

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|------------|
| RFQ NUMBER |
| DEP15383 |

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| PAGE |
| 1 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/16/2011 | | | | |

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| 0001 | 1 | LS | | 952-75 | | |
| <p>EMPLOYEE ASSISTANCE SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL SERVICES TO IMPLEMENT AND ADMINISTER AN EMPLOYEE ASSISTANCE PROGRAM WITH A COMPREHENSIVE SYSTEMATIC APPROACH TO REDUCE EMPLOYEE'S WORK HAMPERING PERSONAL PROBLEMS SUCH AS ALCOHOLISM, DRUG ABUSE, MARITAL, FAMILY, EMOTIONAL, FINANCIAL, AND LEGAL ISSUES AND TO SERVE AS AN EMPLOYEE RELATIONS PROGRAM AS WELL AS A SUPPORT SYSTEM FOR ALL EMPLOYEES.</p> <p>THE PROGRAM IS DESIGNED TO DEMONSTRATE D.E.P.'S CONCERN FOR ITS EMPLOYEES, ASSIST MANAGEMENT IN DEALING WITH DECLINING PERFORMANCE, PROVIDE CONFIDENTIAL PROFESSIONAL ASSISTANCE FOR TROUBLED EMPLOYEES, REDUCE EXCESSIVE AGENCY COSTS ASSOCIATED WITH PERSONAL PROBLEMS, AND ASSIST THE AGENCY GOAL OF A HEALTHY AND PRODUCTIVE WORK FORCE, PER THE FOLLOWING SPECIFICATIONS AND BID SCHEDULE.</p> <p>EXHIBIT 3</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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| 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. 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>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>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 style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15383</p> <p>BID OPENING DATE: 04/21/2011</p> <p>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> | | | | | | |

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DEP15383

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

PROGRAM SERVICES

- Policy and Procedures Review
- Orientation and Training
- Ongoing Management Consultations
- Employee Communications Program
- Personal Education Workshops
- Personal Consultation Service
- Screened and Monitored Referral Services
- Case Management Services
- Critical Incident Intervention
- Management Issues Clarification
- WorkLife Resource Program Counselors
- Wellness
- Reporting and Crisis Management
- Telephone/Call-in Counseling (Toll Free Number) accessible 24 hours per day – 7 days per week.
- On-Site Group Intervention (8 sessions in selected locations throughout the State of WV)

STAFFING

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

Six (6) trained Psychologists in the following areas:

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

Staff shall be available throughout the State of WV.

POLICY AND PROCEDURE REVIEW

Working with the appropriate agency personnel, the vendor will assist in the review of existing policies and procedures regarding chemical dependency and other personal problems that affect employee performance. A thorough analysis of mental health and substance abuse coverage accorded employees and dependents via existing group health plans will be conducted. The

vendor will create an Employee Assistance Program Policy and Procedure that will serve as a base for EAP activity. The policy and procedure shall clearly state the procedural actions required to assure optimal program implementation as well as the interface between the EAP and other employee programs and benefits. This policy and procedure will be developed within 90 days of the contract award.

ORIENTATION AND TRAINING

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

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

ONGOING MANAGEMENT CONSULTATIONS

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

EMPLOYEE COMMUNICATIONS PROGRAM

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

PERSONAL EDUCATION WORKSHOPS

The vendor will be available to provide up to two one-hour workshops per year at each location (Fairmont, Kanawha City, Logan, Oak Hill, Philippi, Wheeling). The designated EAP Coordinator and the Vendor will jointly determine subject matter. Examples of workshops provided shall include alcohol/drug awareness, parenting skills, stress management, interpersonal communications, personal budgeting, the relationship between positive mental health and physical health, adapting to change (both on and off the job), dual career families, etc. Seminars should help employees improve various life skills, but establish a relationship of trust in the EAP staff which encourages early seeking of consultation for emerging personal concerns. They should form a critical element in a preventative Employee Assistance Program.

PERSONAL CONSULTATION SERVICES

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

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

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

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

SCREENED AND MONITORED REFERRAL SERVICE

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

professional services rendered by resources other than the EAP will be the responsibility of the employee and /or his or her group medical insurance.

CASE MANAGEMENT SERVICES

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

WORKLIFE RESOURCE PROGRAM COUNSELORS

This service is to provide 24-hour-a day, seven-days-a-week telephonic access to counselors who do the leg work for members, locating childcare, home health care, assisted living facilities, schools colleges health clubs and pet services.

WELLNESS SERVICES

HRA-Health Risks Assessments-online assessments for DEP employees. The health data collected will be owned by DEP and will be used to determine aggregate health data. DEP and EAP will coordinate assessment contents.

EAP website shall include online wellness information in the form of articles, text, videos and local resources on various wellness topics.

Onsite training seminars (lunch n' learns) for employees on wellness topics decided upon by DEP and EAP.

Online tracking tools for employees; personal health information, wellness calculators for exercise, weight loss, etc., worksite program participation.

Online tracking tools for DEP Wellness Coordinators; program tracking, program participation/points per employee/participant.

Online wellness programs that can be accessed by employees; exercise, weight management and smoking cessation.

REPORTING

QUARTERLY REPORTS

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

EMPLOYEE RECORDS

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

BILLING

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

State of West Virginia
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 owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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 _____