



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
WIC11163

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519
 CHARLESTON, WV
 25301-3717 304-558-0030

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2011				

BID OPENING DATE: **06/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		990-52-01-001		
<p style="text-align: center;">OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRIGNIA DEPARTMENT OF HEATHL AND HUMAN RESOURCES, IS SOLICITING BIDS FOR AN ESTABLISHED PRIVATE INVESTIGATIVE AGENCY TO CONDUCT COVERT COMPLIANCE BUYS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/25/2011 AT THE CLOSE OF BUSINESS. ALL TECHNCIAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSE BY ADDENDUM AFTER THE DEADLINE.</p> <p>OPEN END CONTRACT FOR PRIVATE INVESTIGATIVE SERVICES</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</p>						

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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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	350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

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

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<p>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, 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: THIS PURCHASE ORDER EXTENDS THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES. THE PO SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.</p> <p>EXHIBIT 6</p>						

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<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES EILL BE CONSIDERED AT TIM OF CONTRACT RENWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING</p>						

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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>PLEASE NOTE A CONVENIENCE COPY WOULD BE APPRECIATED.</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: SHELLY MURRAY FOR FILE 22</p> <p>RFQ. NO.: WIC11163</p> <p>BID OPENING DATE: 06/14/2011</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>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ WIC11163 ***** TOTAL:						

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SPECIFICATIONS

I. PURPOSE

The State of West Virginia, Department of Health and Human Resources, Bureau for Public Health, Office of Nutrition Services, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) of West Virginia (WV), hereinafter referred to as "State" is seeking an established private investigative agency for the purpose of assisting the State in conducting covert compliance buys and any investigations that may become necessary as a result of actions of program non compliance that may be discovered as a result of compliance buys performed, as required by WIC Federal Regulations (7 CFR Part 246) and WV State Regulations. The vendor will provide documentation and evidence of the compliance buys and, if necessary testify at administrative hearings.

The West Virginia WIC Program serves approximately 55,000 clients and maintains written agreements with approximately 360 grocery retail outlets (see attached Appendices I and II) to maintain a supply of WIC eligible foods. The number of grocery retailers can fluctuate daily, monthly, etc. The WIC Program has eight service regions within the State. Each service region maintains clinics that assist WIC clients in receiving nutrition services and foods necessary to maintain optimum health. The number of authorized grocery retailers in each region varies, depending upon geographic size, population, etc. (See Appendix I, WV WIC Vendors Per Local Agency; and Appendix II, WV WIC Active Grocers Totals by Local Agency & County). Compliance investigations are not limited to one geographic area of the state at any given time.

II. VENDOR REQUIREMENTS

Vendor awarded this contract will be a private investigation company licensed by the State of West Virginia and bonded to provide services meeting all requirements as stated in Chapter 30, Article 18 of the WV Code and with a minimum of five (5) years experience providing investigative services. The company awarded this contract may not subcontract the work.

III. SCOPE OF WORK

Vendor will provide investigative services in the form of covert on-site compliance buys only, and for the purpose of exposing potential vendor violations and the means by which vendor is violating State and or Federal Regulations, or confirming vendor is operating within the scope of State and Federal Regulations.

Vendor will complete and provide the State with reports of investigations, including specific information as required by Federal Regulations and the State.

Vendor will provide expertise to the State to allow for the successful disqualification, sanctions, and or prosecution of authorized vendors by observing, documenting,

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reporting and providing testimony for the successful execution of Federal and State Regulations as related to non-compliance.

IV. DELIVERABLES TO BE PERFORMED BY VENDOR

A. DELIVERABLE #1: INITIAL VENDOR TRAINING

Vendor staff will attend a mandatory three day initial training session to learn proper WIC procedures. Sessions will include classroom and practical field instruction. Training will be provided at no charge; however, transportation, lodging and food of the attendees will be the responsibility of the vendor. This should be considered when submitting a bid. The vendor awarded this contract will receive training by the State at the Charleston, West Virginia WIC Office, located at 350 Capitol Street and will include but will not be limited to:

- WIC Federal Regulations
- The rules and regulations of the WV WIC Program
- The proper handling of vouchers and EBT cards
- What constitutes a violation and how to recognize them
- The required minimum stock grids of all grocery store classes
- The proper sequence of the transaction
- Identification of WIC eligible foods
- The fair hearing process
- Federal and State penalties

B. DELIVERABLE #2: ADDITIONAL VENDOR TRAINING

Vendor staff will attend mandatory one day training sessions as deemed necessary by the State to receive program updates at no charge to the Vendor; however, transportation, lodging and food of the attendees will be the responsibility of the vendor. This should be considered when submitting a bid. The vendor awarded this contract will receive training by the State at the Charleston, West Virginia WIC Office, located at 350 Capitol Street to:

- Train Vendor staff of WIC policy/program changes and/or revisions to Federal and State laws pertaining to investigatory processes
- Train new Vendor staff on WIC procedures and the investigatory processes

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C. DELIVERABLE #3: ON-SITE COMPLIANCE BUYS

Vendor will conduct on-site compliance buys using State supplied WIC vouchers and/or electronic benefit cards at authorized grocery/convenience stores identified by the State. This may require the vendor to return to the same store on multiple occasions at varying times of the month to conduct additional compliance buys and collect evidence necessary to establish a pattern of abuse or to enable the investigation to be completed. Each visit to a store is considered a separate on-site compliance buy. Vendor will be accountable for each State supplied voucher, electronic benefits card, identification folder, and other state supplied materials used for investigative purposes. There are approximately 360 grocery/convenience stores that vary in size and location throughout the state in eight WIC service regions as referenced on Appendix 1 (WV WIC Vendors Per Local Agency Map) and Appendix 2 (WV WIC Active Grocers Totals by Local Agency and County). Vendor will be required to travel statewide to conduct these compliance buys and gather information relative to the investigations. Vendor will gather and document the following data and/or information on form(s) provided by the State for each on-site compliance buy:

1. Grocery/convenience store information including:
 - Name, address (street, city/town, zip) and WIC vendor number of store visited
 - Global Positioning Satellite latitude and longitude of store visited using geo-positioning equipment. Equipment necessary to achieve this deliverable will be the responsibility of the Vendor.

2. Reason for investigation and/or investigatory visit as provided by the State including:
 - Participant complaint
 - Excessively high prices (Inventory)
 - Identified by computer as a high risk store
 - Complaints of low stock
 - Consistent overcharges
 - United States Department of Agriculture Referral
 - High volume WIC vouchers or EBT cards used at store
 - Other

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3. Information specific to vouchers or EBT cards issued to the investigator as part of each compliance buy including:
 - Voucher/EBT number of each voucher or EBT card used
 - First and last date spending date of each voucher or EBT card used
 - Name of investigator issued the voucher(s) or EBT card per compliance buy
4. Details of the investigatory visit including:
 - Foods prescribed on the voucher(s) or EBT card
 - Actual foods purchased with the voucher(s) or EBT card with indication of those purchased that were not WIC eligible (if any)
 - Total amount of the sale for each voucher or EBT transaction used (multiple vouchers may be used at one location)
5. Name(s) and signature(s) of investigator(s) conducting the compliance buy.
6. State and Federal program violations observed (if any) on the date of the compliance buy.
7. Date and time of the compliance buy.
8. Physical description of all store personnel present during compliance buy including:
 - Physical description of store cashier conducting the WIC transaction
 - Name of store cashier conducting the WIC transaction
 - Physical description(s) of additional store employee(s) assisting with processing the WIC transaction
 - Name(s) of additional store employee(s) assisting with processing the WIC transaction
9. Description and quantities of items purchased with WIC voucher(s) or EBT card including item type, product name, package size, manufacturer (brand name) of each item.
10. Photograph of each specific item purchased by the investigator(s) with WIC voucher(s) or EBT card using digital camera equipment and supplies provided by Vendor. Vendor will attach photographs of each specific item to the form(s) provided by the State.

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11. Documentation of the shelf price/purchase price of all foods purchased with WIC vouchers or EBT card including those purchased that were not WIC eligible (if any).
12. Documentation as to whether or not store cashier voluntarily offered investigator a sales receipt for Item(s) purchased with WIC voucher(s) or EBT card, or if investigator had to request it. Vendor will attach sales receipt to the documentation form provided by the State.
13. Documentation of the final disposition of all food items donated, destroyed and/or provided to authorities or State as evidentiary exhibits including:
 - Name of charitable organization receiving donated food product(s)
 - Name of official representative from charitable organization receiving the donated food product(s)
 - Signature of the official representative from charitable organization receiving the donated food product(s)
 - Date and time the charitable organization received the donated food product(s)
 - Chain of custody of food product(s) if it is to be retained as evidence
 - Destruction documentation if food product(s) is destroyed including an affidavit completed by the investigator attesting to the destruction. The affidavit will include the method, date, time and location of the destruction, as well as names, addresses and contact information of any persons witnessing the event.
14. Documentation of observances by the investigator(s) during compliance buys including answers to the following questions:
 - Was the WIC ID decal displayed in the store and where is it located?
 - Were the store hours of operation posted and where is it located?
 - Was the transaction price written on the WIC voucher prior to the store cashier obtaining the investigator's assumed identity signature?
 - Was the investigator asked or required to produce the WIC ID Folder?
 - Were the prices of WIC foods purchased marked individually, on the shelves, or bulk coolers?

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- Was the current eligible WIC food list referred to by the store cashier at any time during the transaction?
- Was there adequate stock of WIC foods (per minimum stock grid)?
- Was a sales receipt offered to the investigator by the store cashier?

D. DELIVERABLE #4: VENDOR TESTIMONY

Vendor will appear before a State hearing examiner and/or court of the county, state or Federal government to offer testimony regarding compliance investigations that is challenged by due process as requested by the State and without being subpoenaed. In the event the vendor contract is not renewed, vendor will be subpoenaed for any hearing that was a result of any investigation conducted by said vendor. All hearings and court appearances will take place in Charleston, West Virginia.

V. ACTION PLAN/TIME FRAME FOR COMPLETION OF DELIVERABLES:

Year 1 / Month 1:

- Vendor will plan and facilitate a meeting with state WIC staff to define needs, set parameters for successful completion of work, and to be briefed by WIC staff about current investigations in progress.
- Vendor staff will attend a mandatory three day initial training session to learn proper WIC procedures.

Year 1 / Months 2 – 12

Year 2 / Months 1 – 12 (dependent upon contract being renewed)

Year 3 / Months 1 – 12 (dependent upon contract being renewed)

- Vendor will plan, prepare and conduct initial compliance buys at stores identified by WIC. Vendor will report findings back to WIC compliance officer within five (5) business days of the compliance buys.
- When deemed necessary by WIC, vendor will return to a store already visited to conduct additional compliance buys to collect the evidence necessary to establish a pattern of abuse or to enable the investigation to be completed. When deemed necessary by WIC, vendor will return to the same store on multiple occasions and at various times to conduct additional compliance buys.

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- **Notes:**
Each initial and return visit to a store is considered a separate on-site compliance buy.

Actual number of monthly/annual initial and return on-site compliance buys is unknown and will be determined by WIC prior to the beginning of each month. Estimated number of annual compliance buys per region is shown on Bid Price Sheet.

On-going beginning in Month 2:

- Vendor will contact WIC Compliance Officer prior to the 5th business day of each month to receive initial and return visit compliance buy assignments for the month and will address any questions which have developed surrounding existing cases open for investigation.
- As deemed necessary by WIC, vendor staff will receive training from WIC on policy/program changes and/or revisions to Federal and State laws pertaining to investigatory processes.
- Vendor will be available to offer testimony regarding compliance investigations as deemed necessary by WIC.

VI. LIFE OF CONTRACT

This Contract becomes effective on the date of award and will extend for a period of one (1) year. Contract may be renewed for two (2) additional one (1) year periods upon the mutual written consent of the State and Vendor in accordance with the terms and conditions of the original contract.

VII. PROVISIONS

The vendor awarded this contract agrees to the following provisions:

A. COVENANT AGAINST CONTINGENT FEES

Vendor warrants that no commissions, percentages, brokerage, gratuities, kickback, or contingency fees were paid in connection with the contract, nor exchanged for substantial consideration by the vendor for the purpose of securing this contract.

B. AUDITS AND RECORDS

1. Vendor will maintain files, publications books, records, and documents in accordance with generally accepted business procedures and practices.

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2. Vendor will assure that materials created solely for this contract will be subject, during normal business hours, to inspection, review, or audit by State personnel and other personnel duly authorized by the State, as well as by Federal personnel also duly authorized.
3. Vendor will maintain and file with the State the progress, fiscal, inventory, and other reports as the State may require within the period of this contract.
4. Vendor will allow public access to all documents, papers, letters, or other material made, or received by the successful bidder in conjunction with this contract. It is expressly understood that receipt by the State of substantial evidence of the vendor's refusal to comply with this provision will constitute a breach of this contract. In addition to termination of this contract, the vendor will be barred from bidding in the solicitation to replace the contract.

C. RETENTION OF RECORDS

1. Vendor will retain all developed materials, financial records, supporting documents, statistical records, and any other documents created solely for this contract for a period of four (4) years after termination of this contract including any option year. If an audit or litigation has been initiated and has not been resolved at the end of the four (4) years including any option year, the records will be retained until resolution of the audit or litigation.
2. Vendor will allow persons duly authorized by state or federal WIC Program personnel to have full access to, and the right to examine any of the records and documents during the retention period.

D. MONITORING

1. Vendor will provide to the State access to or furnish to the State whatever information is necessary to effect monitoring of this contract.
2. Vendor will permit the State to monitor the contract according to applicable regulations of state and federal government,

E. NONDISCRIMINATION

Per FNS Civil Rights Instruction 113-1 Vendor will operate under this contract so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, national origin, age, sex, or disability.

This entity hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq), Section 504 of the Rehabilitation Act of 1973

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(29U.S.C. §794), the Age Discrimination Act of 1975(42U.S.C. §6101 et seq); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO. 3 and 42 and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the entity performs FNS assisted program related services, and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

In addition to the FNS Civil Rights 113-1, the State also gives notice that a vendor operating under this contract, will do so that no person, otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or physical or mental handicap which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the vendor awarded this contract will include a clause similar to this clause in all subcontracts. The Successful bidder and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

F. FEDERAL LOBBYING PROHIBITION

1. In accordance with Section 1352 of Title 31 of the United States Code, the States and all subgrantees, subcontractors, etc. of the States are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular contract, grant, cooperative agreement or loan.
2. Further, any recipient of such federal funds including subgrantees, subcontractors, etc., which receives over \$100,000 in federal monies must also file a Disclosure of Lobbying Activities form (Federal Form SF LLL), which requires the disclosure of any and all such lobbying activities, even those funded with non-federal monies.
3. By entering into this contract with the vendor hereby specifically agrees to abide by all applicable requirements of 31 United States Code, Section 1352.

G. NON-HIRING OF EMPLOYEES

1. Vendor warrants that it has not paid, directly or indirectly, any officer or employee of the State any wages, compensation, or gifts in exchange for acting as officer, agency, employee, subcontractor, or consultant to the vendor in connection with this contract.

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2. Vendor agrees that no employee of the State, whose duties as such employee include matters relating to or affecting the subject matter of this contract will while such employee, become or be an employee of the vendor.

H. DRUG-FREE WORKPLACE

Vendor agrees to abide by the requirements for a drug and alcohol free work place as promulgated by U.S.D.A. and in each State the WV WIC Program may have grocery retailers participating under agreement to provide foods to WV WIC clients.

I. DEBARMENT AND SUSPENSION

Vendor certifies by execution of this contract that it is eligible for participation in federal-sponsored programs under Executive Order 12549, Debarment and Suspension. A false statement regarding the vendor's status will be treated as a material breach of this contract and may be grounds for termination at the option of the State. Vendor also certifies that it is in compliance with 7 C.F.R. Part 3017 regarding debarment and suspension.

J. OFFICIAL USE

Use of WIC Service Marks – Vendor acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the U.S. Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA.

The vendor will not use the WIC Logo in advertising or other promotional materials (collectively: "advertising").

K. TERMINATION

1. Termination for Breach

Unless the vendor's breach of a material provision of this contract is waived by the State in writing, the State by written notice to the vendor specifying vendor's breach, may terminate this contract upon no less than a 30 day notice unless the vendor has cured the breach within time frames agreed upon by both parties. This notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions herein do not limit the State's right to remedies at law or to damages.

2. Termination due to Non-Availability of Funds

If the Congress of the United States or the U. S. Department of Agriculture fails to make funds available for continued performance for any fiscal

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period of this contract, this contract will be cancelled automatically as of the beginning of the fiscal period for which funds are not available; provided, however, that this will not affect either the State's rights or the vendor's rights under any termination clause in this contract. The effect of termination of the contract hereunder will be to discharge both the vendor and the State from future performance of the contract, but not from their rights and obligations existing at the time of termination. The State will notify the vendor as soon as they have knowledge that funds may not be available for the continuation of this contract.

VIII. VENDOR BID

- A. Vendor will submit a concise description of the vendor's capabilities as follows:
1. Vendor will provide a written response to Section II, Vendor Requirements, substantiating the following:
 - Required license is in affect at time of bid submission
 - Bonding requirement is in affect at time of bid submission
 - Vendor has a minimum of five years experience providing investigative services
 2. Vendor will provide a written response to Section III, Scope of Work, which demonstrates vendor's ability and capability of performing the stated Deliverables. Response will include information relating to vendor's organization, personnel, and experience that substantiates vendor's qualifications and ability to perform the stated Deliverables.
 3. Vendor will complete, sign and date the Cost Sheet provided in Section IX, Bid Sheet, with the understanding that the vendor submitting the lowest total unit cost bid that substantiates the requirements under this Section VII, Vendor Bid, will be awarded this contract. Vendor should refer to Section VIII, Method of Evaluating Bids, before completing the Cost Sheet.

IX. METHOD OF EVALUATING BIDS

The State will use the Total Bid Price from the Bid Price Sheet to determine the low bid vendor and will award an open end contract to the lowest bidder meeting the requirements of these specifications.

**WIC11163
BID PRICE SHEET**

DELIVERABLES (includes all requirements as described in specifications)	Deliverable Due Date	# of Usages	Unit Bid Price Per Deliverable (Cost to provide one per deliverable)	Bid Price (Estimated Annual Usage x Unit Bid Price)
DELIVERABLE #1: Mandatory three day initial training session for vendor staff to learn proper WIC procedures at no charge to the vendor at the Charleston, West Virginia WIC Office, located at 350 Capitol Street. Vendor will be responsible for its employees' transportation, lodging, food, and incidental expenses.	Yr. 1 – Mo. 1	1		
DELIVERABLE #2: Mandatory one day training sessions for vendor staff at no charge to the vendor at the Charleston, West Virginia WIC Office, located at 350 Capitol Street. Vendor will be responsible for its employees' transportation, lodging, food, and incidental expenses.	Yr. 1 – One (1) in Mo. 2 and throughout Mos. 3 – 12 as deemed necessary by the State.	Estimated Annual Usage # 3		
	Yr. 2 – Mos. 1 – 12 as deemed necessary by the State. Note: Yr. 2 is dependent upon contract being renewed.	Estimated Annual Usage # 3		
	Yr. 3 – Mos. 1 – 12 as deemed necessary by the State. Note: Yr. 3 is dependent upon contract being renewed.	Estimated Annual Usage # 3		

<p>DELIVERABLE #3: Conduct on-site compliance buys using State supplied WIC vouchers and/or electronic benefit cards at authorized grocery/convenient stores identified by WIC and located within the following eight WIC service regions. This deliverable includes initial on-site compliance buys as well as return visits to stores to conduct additional compliance buys as requested by WIC.</p>	<p>Deliverable Due Date</p>	<p>Estimated # of Compliance Buys Annually per Region²</p>	<p>Insert Unit Cost Per Region Below</p>	<p>Insert Bid Cost Per Region Below</p>
<p>Randolph-Elkins Service Region</p>	<p>Yr. 1 – Mos. 2 – 12</p>	<p>15</p>		
	<p>Yr. 2, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
	<p>Yr. 3, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
<p>Central Service Region</p>	<p>Yr. 1 – Mos. 2 – 12</p>	<p>15</p>		
	<p>Yr. 2, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
	<p>Yr. 3, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
<p>Wheeling-Ohio Service Region</p>	<p>Yr. 1 – Mos. 2 – 12</p>	<p>15</p>		
	<p>Yr. 2, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
	<p>Yr. 3, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
<p>Monongalia Service Region</p>	<p>Yr. 1 – Mos. 2 – 12</p>	<p>15</p>		
	<p>Yr. 2, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
	<p>Yr. 3, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
<p>Shenandoah Service Region</p>	<p>Yr. 1 – Mos. 2 – 12</p>	<p>15</p>		
	<p>Yr. 2, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		
	<p>Yr. 3, Mos. 1 – 12 (Dependent upon renewal)</p>	<p>16</p>		

	Deliverable Due Date	Estimated # of Compliance Buys Annually per Region ²	Insert Unit Cost Per Region Below	Insert Bid Cost Per Region Below
Valley Service Region	Yr. 1 - Mos. 2 - 12	15		
	Yr. 2, Mos. 1 - 12 (Dependent upon renewal)	16		
	Yr. 3, Mos. 1 - 12 (Dependent upon renewal)	16		
Mid-Ohio Service Region	Yr. 1 - Mos. 2 - 12	15		
	Yr. 2, Mos. 1 - 12 (Dependent upon renewal)	16		
	Yr. 3, Mos. 1 - 12 (Dependent upon renewal)	16		
TSN Service Region	Yr. 1 - Mos. 2 - 12	15		
	Yr. 2, Mos. 1 - 12 (Dependent upon renewal)	16		
	Yr. 3, Mos. 1 - 12 (Dependent upon renewal)	16		
<p>DELIVERABLE #4: Appear before a State hearing examiner and/or court of the county, state or Federal government to offer testimony regarding compliance investigations that is challenged by due process as requested by the State and without being subpoenaed. All hearings and court appearances will take place in Charleston, West Virginia.</p>	Yr. 1 - Mos. 2 - 12 as deemed necessary by the State.	8		
	Yr. 2 - Mos. 1 - 12 as deemed necessary by the State.	8		
	Yr. 3 - Mos. 1 - 12 as deemed necessary by the State.	8		
<p>TOTAL BID PRICE:</p>				

¹Actual Annual Usage # is unknown. Annual Usage # is estimated. Bidders "Unit Bid Price" per Deliverable must be the final unit cost per Deliverable charged to the State under this contract whether one (1) or more than one (1) of the same deliverable is provided.

² Actual Annual # of Buys per Region is unknown. Annual # of Buys per Region is estimated and includes initial and return compliance buys. Bidders "Unit Bid Price" per compliance buy must be the final unit cost charged to the State under this contract whether one (1) or more than one (1) compliance buy is provided per Region.

Bidders must complete the Unit Bid Price and Total Bid for each Deliverable (separate bids per Region as indicated under Deliverable #3).

Bidders must complete, sign, and date the vendor section below:

Vendor Name: _____ Phone: _____

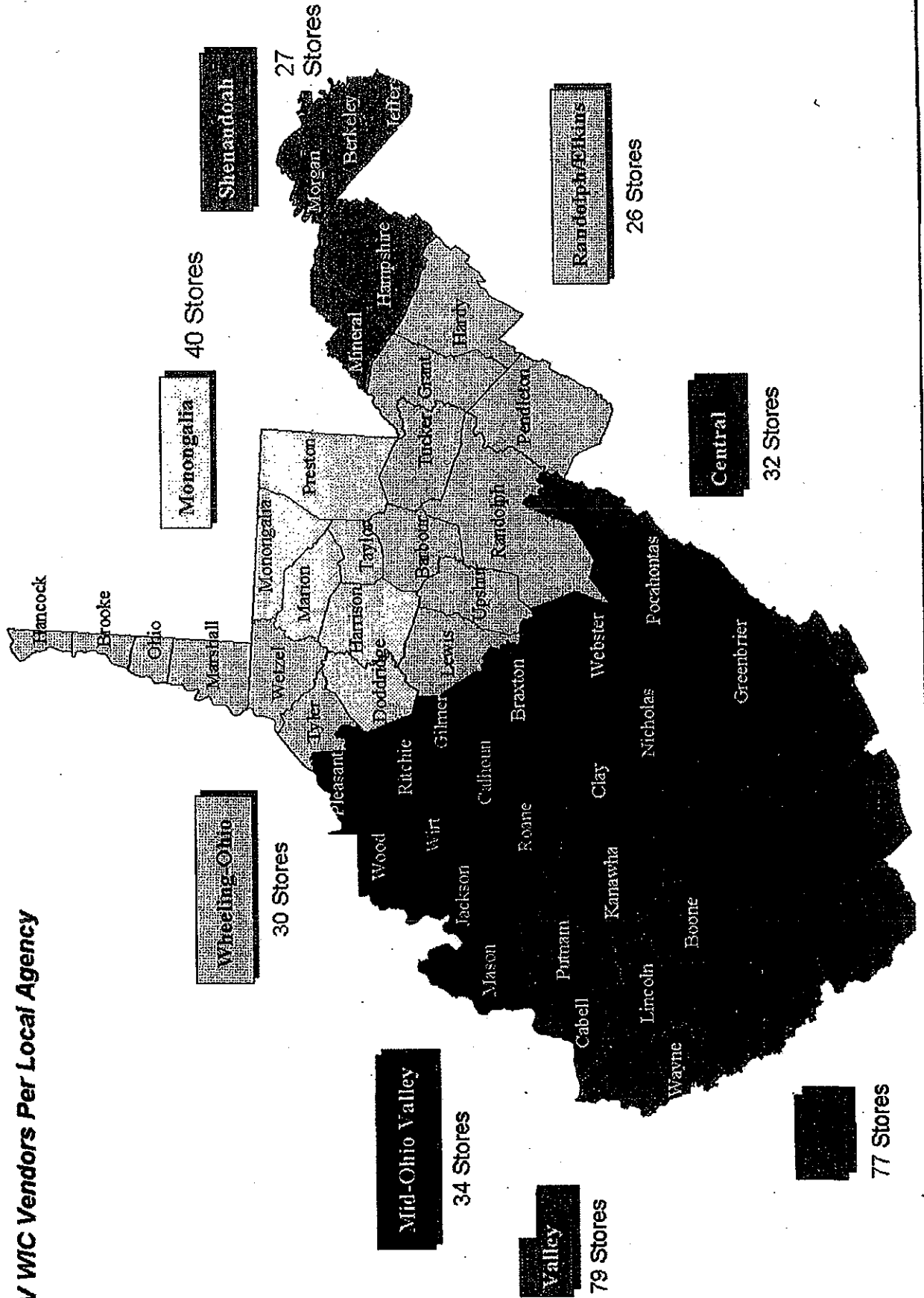
Contact Person: _____ (Please Print) Fax: _____

Authorized Representative: _____ (Please Print) Email: _____

Authorized Signature: _____ Date: _____

Appendix I

WV WIC Vendors Per Local Agency



Appendix II WV WIC Active Grocers Totals by Local Agency & County

Randolph-Elkins

County	Code	# Stores
Barbour	1	3
Grant	12	1
Hardy	16	3
Lewis	21	3
Pendleton	36	2
Randolph	42	8
Tucker	47	2
Upshur	49	5
Total		26

Central

County	Code	# Stores
Braxton	4	3
Clay	8	6
Greenbrier	13	10
Nicholas	34	5
Pocahontas	38	5
Webster	51	3
Total		32

Wheeling-Ohio

County	Code	# Stores
Brooke	5	4
Hancock	15	4
Marshall	26	6
Ohio	35	8
Tyler	48	2
Wetzel	52	5
Total		30

Monongalia

County	Code	# Stores
Doddridge	9	1
Harrison	17	10
Marion	25	9
Monongalia	31	12
Preston	39	5
Taylor	46	3
Total		40

Shenandoah

County	Code	# Stores
Berkeley	2	10
Hampshire	14	5
Jefferson	19	6
Mineral	29	5
Morgan	33	1
Total		27

Valley

County	Code	# Stores
Boone	3	8
Cabell	6	15
Kanawha	20	34
Lincoln	22	7
Putnam	40	7
Wayne	50	10
Total		79

Mid-Ohio

County	Code	# Stores
Calhoun	7	3
Gilmer	11	4
Jackson	18	5
Mason	27	4
Pleasants	37	3
Ritchie	43	2
Roane	44	4
Wirt	53	2
Wood	54	12
Total		34

TSN

County	Code	# Stores
Fayette	10	10
Logan	23	11
McDowell	24	13
Mercer	28	12
Mingo	30	11
Monroe	32	4
Raleigh	41	11
Summers	45	2
Wyoming	55	6
Total		77

Total All	345
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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 _____

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.