



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  
 WWV11867

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2010				

BID OPENING DATE: 11/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
DEVELOP IT CONTINGENCY PLAN  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR THE DEVELOPMENT OF AN IT CONTINGENCY PLAN FOR THE UNEMPLOYEEMENT DIVISION PER THE ATTACHED SPECIFICATIONS.  ALL TEHCNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/25/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.  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.  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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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BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 44 RFQ. NO.: WWV11867 BID OPENING DATE: 11/04/10 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):  -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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***** THIS IS THE END OF RFQ WWV11867 ***** TOTAL: _____						

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# Request for Quotation

## For IT Contingency Plan

June 25, 2010

**WORK FORCE**  
West Virginia  
USA

112 California Avenue  
Charleston, WV 25305

## 1. Introduction and Executive Summary

WorkForce West Virginia desires to develop an IT Contingency Plan to enable effective and efficient recovery of unemployment compensation (UI) information systems. The plan will conform to recommendations described in the National Institute of Standards (NIST) Special Publication (SP) 800-34 for IT contingency plans.

## 2. Business Overview & Background

Providing Unemployment Compensation (UI) benefits is WorkForce West Virginia's highest priority. UI benefits are made possible by the efforts of staff located at the main office in Charleston, and twenty-one regional offices positioned throughout the State of West Virginia.

The business processes which facilitate UI benefits are supported by several essential information systems including:

- Automated Benefit Payment System (ABPS)
- Automated Employer Tax System (AETS)
- Automated Field Audit System (AFAS)
- Automated Wage Record System (AWRS)
- Compliance & Enforcement Note Tracking System (CENTS)
- Disaster Unemployment Assistance (DUA)
- Interstate Connection (ICON)
- National Database for New Hires (US OCSE)
- UC Tax and Wage Imaging System (ONBASE)
- State Unemployment Tax Act (SUTA)
- Tax Performance System (TPS)
- Trade Readjustment Act Benefit System (TRABEN)
- Unemployment Insurance Data Validation (UIDV)
- Unemployment Insurance Staffing Report System (UISR)
- Wage Record Account Process System (WRAPS)

- Wage Record Interchange System (WRIS)
- US Department of Labor's SUN System
- Interactive Voice Response System (IVRS)
- Printing
- Mail processing

Many of the systems listed above are mainframe systems. The mainframe server and associated contingency plan are independently maintained by the West Virginia Office of Technology (OT). Each year OT performs a disaster recovery test to ensure that the mainframe computing environment can be successfully recovered at the designated hot site. During OT's test, WorkForce West Virginia also tests its ability to recover critical UI information systems and data from backup tapes.

WorkForce West Virginia operates a specialized printing system that is fully integrated with the mail processing system. Staff utilize one color IKON CPP550 printer and two Xerox DocuPrint 100MX printers to output all high-volume print jobs. The two Xerox DocuPrint 100MX printers serve as backups to each other. In addition, the Pitney Bowes StreamWeaver software is utilized to manipulate the print streams to each printer when desired and to provide information to the mail inserter. The StreamWeaver software processes are critical to the overall printing and mail processing operations.

WorkForce West Virginia utilizes two Pitney Bowes 8 Series inserter systems to automate processing of outgoing mail. In addition to accepting manual input, the inserting systems receive instruction and information from the StreamWeaver software. This information, coupled with the built-in features of the inserting systems, enables the automation, reliability and high-speed throughput of WorkForce West Virginia's outgoing mail.

The interactive voice response system (IVRS) provides an automated method for WorkForce West Virginia customers to file interstate, reopened or continued claims, to inquire about the status of checks, and to obtain filing information. In addition, staff utilize software called "Send Me a Call" to communicate availability to the IVR which then routes calls and gathered information to the appropriate telephone number and staff workstation. The system consists of four servers: a primary and a redundant Web server; and a primary and a redundant database server. The application data is compiled and synchronized daily via FTP from two main frame applications: ABPS and AWRS. Once data is compiled from the main frame systems, the IVR application accesses and stores the local data in two SQL databases which are merged and synchronized periodically. The IVR system automates much of the manual labor involved with processing claims and thus is essential to providing unemployment benefits.

WorkForce West Virginia's information systems are critical to providing unemployment compensation benefits. Thus an IT Contingency Plan is necessary to enable effective and efficient recovery of information systems in the event of a disruption.

### 3. Procurement Specifications

#### 3.1 Scope

The successful vendor must follow the IT Contingency Planning Process pictured in Figure 1 and described in detail in Section 3 of the NIST SP 800-34 to develop WorkForce West Virginia's IT Contingency plan.

**Figure 1**



The successful vendor must complete five of the seven steps in the process including:

##### 3.1.1 Develop the contingency planning policy statement

Working with the security officer or staff designated by WorkForce West Virginia, the successful vendor must begin by developing the base Contingency Planning Policy which must define the contingency objectives and establish the framework and responsibilities for IT contingency planning.

##### 3.1.2 Conduct the business impact analysis (BIA)

Next, the successful vendor must conduct a Business Impact Analysis (BIA) utilizing the NIST sample and template provided in Appendix B of NIST SP 800-34. The BIA must identify critical IT resources, identify disruption impacts and allowable outage times, and develop recovery priorities.

##### 3.1.3 Identify preventative controls

With the outage impacts identified in the BIA, the successful vendor must identify preventative controls that could deter, detect, or reduce impacts to the UI system. Such preventative controls must be documented in the contingency plan.



### **3.1.4 Develop recovery strategies**

After identifying preventative controls, the successful vendor must work with the security officer or staff designated by WorkForce West Virginia to develop recovery strategies. The strategies must address disruption impacts and allowable outage times identified in the BIA.

### **3.1.5 Develop the IT contingency plan.**

With the preliminary steps completed, the successful vendor will develop the IT contingency plan. Once complete, the IT contingency plan must be evaluated by an independent consultant who will certify that the plan includes all seventeen (17) of the key elements recommended in NIST SP 800-34. WorkForce West Virginia will pay for the consultant out of a separate budget specifically for verification and validation that the key elements are included in the contingency plan. The USDOL requires this report as a condition of receiving the grant.

## **4. General Requirements**

### **Provide a Work Plan and Schedule**

The successful vendor must provide a preliminary work plan and schedule and continue to update the plan and schedule throughout the lifecycle of the project. The work plan and schedule must include all tasks to be completed, regardless of responsible organization and staff involved. Further, the plan must reflect the level of effort (man hours) and duration (elapsed time) to complete the tasks. The staff to be employed on each task and their expected level of participation must be indicated.

### **Fixed Price**

The successful vendor must accept full responsibility for the proposed work plan and schedule, including committing to a firm fixed price for completion of all efforts.

### **Status Reports**

The work plan and schedule must be kept up-to-date as the project progresses. Written and oral status reports will be required weekly and more frequently if deemed necessary.

### **Project Materials**

WorkForce West Virginia must also have complete and timely access to all project materials maintained by the vendor.

### **Change Orders**

Once the work plan and schedule have been finalized after the award, no modifications will be made for additional tasks, man-hours, elapsed time, staff changes, task assignments, out-of-scope items or otherwise without a properly approved change order.

## **5. IT Contingency Plan Requirements**

The plan must be tailored to WorkForce West Virginia's UI systems and requirements and be formatted to provide quick and clear direction to personnel who may be unfamiliar with the plan.

### **5.1.1 Plan Components**

As identified in the [NIST SP 800-34](#), the completed plan must have five main components:

- *Supporting Information*
- *Notification/Activation Phase*
- *Recovery Phase*
- *Reconstitution Phase*
- *Plan Appendices*

### **5.1.2 Key Elements**

These five main components of the plan must encompass all seventeen (17) of the key elements recommended by the NIST, as provided below:

#### ***(A) Purpose***

The successful vendor must write a statement of purpose which establishes WorkForce West Virginia's reason for developing the IT Contingency Plan and defines the plan objectives.

#### ***(B) Applicability***

In this section, the successful vendor must update and document the WorkForce West Virginia divisions impacted by the IT contingency plan.

#### ***(C) Scope***

The successful vendor must ensure that the plan has a scope which discusses the issues, situations, and issues addressed and not addressed in the plan. The scope must identify the target systems and the locations covered by the contingency plan.

#### ***(D) Record of Changes***

The successful vendor must incorporate a record of changes in to the plan that will record modifications made to the plan.

***(E) System Description***

The successful vendor must include in the plan a general description of the IT systems covered in the contingency plan. The description must include the IT system architecture, location, and system architecture diagram including security devices.

***(F) Line of Succession***

The successful vendor must document the order of succession which identifies personnel responsible for executing the contingency plan in the event the designated person is unavailable or unable to do so.

***(G) Responsibilities***

The successful vendor must develop the Responsibilities section of the plan which represents the overall structure of WorkForce West Virginia's contingency teams, including the hierarchy and coordination mechanisms and requirements among the teams. The Responsibilities section must also provide an overview of team member roles and responsibilities in a contingency situation.

***(H) Activation Criteria***

The successful vendor must assess current plan activation criteria, determine if they are adequate and make necessary updates or changes.

***(I) Documented Notification Procedures:***

The successful vendor must evaluate current notification procedures and update as needed. Notification procedures should be included for events that occur with or without notice. The procedures must describe the methods used to notify recovery personnel during business and non-business hours.

***(J) Damage Assessment Procedures***

The successful vendor must define WorkForce West Virginia's damage assessment procedures used to assess the nature and extent of the damage to the system.

***(K) Detailed Recovery Procedures***

The successful vendor must review the current recovery procedures and incorporate them into more detailed, step-by-step procedures for system recovery.

***(L) Reconstitution Phase Procedures***

The successful vendor must include Reconstitution Phase procedures in the new plan. The Reconstitution Phase must specify when recovery

activities are terminated and normal operations are transferred back to the regular WorkForce West Virginia facility.

***(M) Contact information of CP teams***

The successful vendor must ensure that the IT contingency plan includes a list of current contact information for contingency plan team members.

***(N) Vendor contact information***

The successful vendor must verify current list of vendor contact information and make necessary additions or deletions.

***(O) Checklists for system recovery:***

The successful vendor must create a checklist for system recovery which documents the sequential system recovery procedures.

***(P) Equipment/System requirements lists***

The successful vendor must ensure that the IT contingency plan includes a list of equipment and system requirements applicable to WorkForce

***(Q) Description/Direction to alternative sites:***

The successful vendor must explore available options for alternate work sites and assist WorkForce staff with writing associated Memorandums of Understanding to secure the use of the sites.

**5.1.3 Certification**

The finished plan will be evaluated by a separate consulting group who will certify that it includes all seventeen of the key elements recommended by the [NIST SP 800-34](#) and produce an Independent Verification and Validation Report. This separate consulting group will be selected through a separate Requisition For Quotation process and therefore cannot specifically be identified herein. The successful vendor must agree to amend the plan as needed to obtain certification.

**6. Deliverables**

NOTE: All deliverables must be provided in Microsoft Word 2003 – 97 format with a file name ending in “.doc” and must be encrypted to protect confidential information.

**Contingency Planning Policy**

The Contingency Planning Policy must define the contingency objectives and establish the framework and responsibilities for IT contingency planning.

### **Business Impact Analysis**

The BIA must identify critical IT resources, identify disruption impacts and allowable outage times, and develop recovery priorities.

### **Preventative Controls Analysis**

Preventative controls that could deter, detect, or reduce impacts to the UI system must be documented in the contingency plan.

### **Recovery Strategies**

The strategies must address disruption impacts and allowable outage times identified in the BIA.

### **IT Contingency Plan**

The IT Contingency Plan must be made up of five main components described above and encompass all seventeen (17) of the key elements recommended by the NIST.

## **7. Vendor Qualifications (Mandatory)**

To be considered for the contract, vendors **must** first meet the mandatory criteria listed in this section. The bids from vendors failing to meet the mandatory criteria will not be considered further in the evaluation process.

The vendor **must**:

- (a) provide at least three letters of references from customers for which the vendor developed contingency plans as described in this RFQ.
- (b) provide letters of references that we may contact from at least two (2) State or Federal Government agencies for which the vendor performed work related to Business Continuity or IT Contingency planning.

**WORKFORCE WEST VIRGINIA**  
**Cost Proposal/Bid Sheet for RFQ WWV11867**  
**(UI IT Contingency)**

**Name of Proposing Firm or Vendor:**

<b>Task</b>	<b>Not to Exceed Hours</b>	<b>Rate per hour</b>	<b>Total Proposed Cost</b>
Provide Initial Work Plan and Schedule			
Prepare Weekly Status Reports			
Develop UI Contingency Plan (in Accordance with <u>NIST SP 800-34</u> )			
Provide a Business Impact Analysis			
Document Preventative Controls Analysis			
Develop Recovery Strategies			
<b>Grand Total</b>			<b>**</b>

Note: Not to exceed hours are considered firm for the life of any purchase order that results from this RFQ.

Note: The hourly rates listed are considered firm for the life of any purchase order that results from this RFQ.

Ancillary expenses (travel, meals, lodging, etc.) must be included in the proposed hourly rates.

\*\*Award will be based on the lowest Grand Total bid. Only bids from vendors meeting all of the requirements of this RFQ will be considered.

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** \_\_\_\_\_