

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

Request for Quotation

BHS12006

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ROBERTA WAGNER

RFQ COPY
TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
BBH/HF
ROOM 350
350 CAPITOL STREET
CHARLESTON, WV
25301-3702 304-558-3672

TERMS OF SALE SHIP VIA FOR FREIGHT/TERMS DATE PRINTED 07/08/2011 BID OPENING DATE: 08/18/2011 BID OPENING TIME 01.30PM CAT AMOUNT QUANTITY ITEM NUMBER UNIT PRICE LINE MANDATORY PRE-BID MEETING ON 7/28/2011 AT 1:30 PM IN RM 50 AT 350 CAPITOL STREET, CHARLESTON, WV. 0001 ĴΒ 952-21 ON-GOING EVALUATION OF THE COMPLETION OF SBIRT GRANT TO PROVIDE AN INDEPENDENT EVALUATOR TO PROVIDE ONGOING #VALUATION OF THE COMPLETION OF THE GOAL AND OBJECTIVES OF HE SCREENING, BRIEF INTERVENTION AND REFERRAL TO TREATMENT GRANT, (SBIRT) PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON . AND EXTENDS FOR A PERIOD OF ONE (1) EAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS MECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS RITTEN NOTICE. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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 me 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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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

104-558-0067

HEALTH AND HUMAN RESOURCES BBH/HF ROOM 350

350 CAPITOL STREET CHARLESTON, WV

25301-3702 304-558-3672

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RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL	
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BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE	
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CANCELLATION THE DIRECTOR OF PURCHASING RESERVES THE	
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SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND	
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ROOM 350

350 CAPITOL STREET CHARLESTON, WV

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1.1 Purpose:

The West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities, hereinafter referred to as the "BHHF", is soliciting bids for the provision of services of "Independent Evaluator" as required by the Substance Abuse and Mental Health Services Administration hereinafter referred to as "SAMHSA" and it's division of Center for Substance Abuse Treatment, hereinafter referred to "CSAT". Said services will focus on ongoing evaluation of the completion of the goals and objectives of the Screening, Brief Intervention and Referral to Treatment grant hereinafter referred to as the "SBIRT" grant or project.

1.2 Project Overview:

The mission or purpose of the SBIRT project is to identify substance misuse/abuse by consumers throughout the state in various medical sites and to provide interventions that are brief, action oriented, and consumer focused. Follow up data will be collected that substantiates that services are effective as delivered on the state level through submission of Government Performance Results Act, hereinafter referred to as "GPRA". Follow up must be submitted on at least 80% of those who have been identified as qualifying for and who consent for the follow up pool. The independent evaluator will be required to have in place procedures to assure adherence to this 80% threshold. SAMHSA requires the independent evaluator to submit reports on a biannual and annual basis which will focus on achievement of grant goals, objectives and outcomes with recommendations related to areas where deficits are identified. The vendor will track completion of the grant goals and objectives and its' ability to overcome barriers to sustainability. This tracking will be completed by aggregation of data that is collected independently by the evaluation team and also, conjointly with the BHHF. These reports will be distributed to primary stakeholders such as, but not limited to SAMHSA, the West Virginia's Governor's Office, and the WVDHHR/BHHF.

1.3 Inquiries:

Additional information inquiries regarding specifications of this Request for Quotation (RFQ) must be submitted in writing to the State Buyer. The deadline for written inquiries is identified in the Schedule of Events, Section 1.8. All inquiries of specification clarification must be addressed to:

Purchasing Division 2019 Washington Street, East P.O. Box 50130 Charleston, WV 253050130

1.4 Mandatory Pre-Bid

A mandatory pre-bid conference shall be conducted on the Thursday, 7/28/2011 at 1:30 PM. The pre-bid conference will be held at the Bureau for Behavioral Health and Health Facilities (BHHF), 350 Capitol Street, Room 350, Charleston, WV 25301. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

1.5 Mandatory Requirements.

The mandatory requirements are listed in parts 3, and they describe the minimum requirements requested in this RFQ. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. Failure to meet mandatory items shall result in disqualification of the vendor's quotation and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.6 Quotation Format and Submission:

1.6.1

All quotations must be submitted to the Purchasing Division prior to the date and time stipulated in the RFQ as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.6.2

Vendors mailing quotations should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a quotation which is delayed and late for any reason. Any quotation received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original quotation and one (1) convenience copy to: Purchasing Division

2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Roberta Wagner

RFQ#: BHS12006

Opening Date: 8/18/2011 Opening Time: 1:30PM

1.7 Addenda:

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the State to all bidders of record.

1.8 Schedule of Events:

Release of the RFQ - 7/15/2011 Vendor's Written Questions Submission Deadline - 8/2/2011 Mandatory Pre-bid Conference - 7/28/2011 @ 1:30 pm Bid Opening Date - 8/18/2011

1.9 Method of Bid Evaluation

BHHF will use the Grand Total of year one (1) and the two (2) renewals years Bid Cost Sheet to determine the low-bid vendor and will award the contract to the lowest bidder meeting the requirements of these specifications.

1.10 Renewals

This contract may be renewed upon mutual agreement of both parties. The renewal is limited to two (2), one (1) year renewals.

PART 2 OPERATING ENVIRONMENT

2.1 Background:

Since October 1, 2008, the State of West Virginia Department of Health and Human Resources (DHHR), Bureau for Behavioral Health and Health Facilities (BHHF) has been the recipient of federal SBIRT funding and assigned management responsibilities for a grant/project for persons with substance misuse/abuse problems and appropriate interventions based on screening data.

Funds to pay for such services are to be paid through contractual agreement with the Bureau for Behavioral Health and Health Facilities (BHHF).

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The successful bidder must provide independent evaluation of overall grant operation as it relates to completion of grant goals, objectives and movement toward sustainability over the five year period of SAMHSA/CSAT funding. This will include evaluation of data collection elements that will be used to evaluate said goals and objectives. The following are required to be a successful bidder for these services:

- 1. One (1) year of previous experience in providing evaluation services for SAMHSA/CSAT SBIRT grant(s).
- 2. At least eight (8) hours of documented training in the Government Results Reporting Act (GPRA).
- 3. At least forty (40) hours of experience in training others in data implementation using GPRA.
- 4. Provide documentation of at least eighty (80) percent compliance rate on follow-up with a previous SAMHSA/CSAT grant.

3.2 Scope of Work:

- 3.2.1 The successful bidder will produce required reports within the specified timeframes as follows:
- 1) Vendor will provide 1st Quarterly SAMHSA Report October 1 to December 31 Due January 30th
- 2) Vendor will provide Semi Annual SAMHSA Report October 1 to March 31 Due April 30th
- 3) Vendor will provide 3rd Quarterly SAMHSA Report April 1 to June 30 Due July 30th
- 4) Vendor will provide Annual Evaluation SAMHSA Report October 1 to September 30 Due October 30^{th}
- 5) Vendor will provide monthly reports to the Policy Steering Committee on Completion of Grant Goals/Objectives
- 6) Vendor will provide weekly reports to the BHHF to be submitted during weekly meetings
- 7) Vendor will provide Bi-Monthly Clinic "Snapshots" to provide feedback to field site for improvement of the SBIRT Process.

The general format of each semi-annual report and policy steering committee report is as follows, however, the format of the report is based on the discretion of the evaluation team related to overcoming barriers to sustainability or completion of the grant goals and objectives:

- I. West Virginia Project Overview/History
- II. Review of Relevant Achievements in Relation to the Project Goals/Objectives
- III. Highlights of Major WVSBIRT Activities and Events
- IV. Relevant Project Data
- V. Conclusion/Recommendations

In each semi-annual report, the vendor must also provide data about the costs for the delivery of screening and brief intervention, including the mean, median, and range of costs overall, by facility type, and region and sub-recipient, if applicable. The vendor must also discuss how such costs compare to the CSAT approved cost parameters for screening and brief intervention and what efforts they are undertaking to bring costs into line with those expected.

Weekly reports will specify the number or screenings by site, # of those screening positive and negative by site, numbers of expected screenings to be collected by site, the gap between those available for screening and those actually screened by site, number of interventions by site, specifically brief interventions, brief treatment and referrals to treatment. The successful bidder will provide reports that will be used by SBIRT contracted sites that will identify performance or "buy-in" in meeting the specified demands of the grant. These reports will be sent via email.

All reports will be sent to the BHHF for review. The BHHF will forward the reports to the West Virginia Governor's office and other stakeholders. There will be 15 copies allotted for distribution to additional stakeholders and the reports are approximately 20-30 pages in length and will be delivered by mail.

The clinic "snapshots" will be used to communicate to sites where they are in relation to completion of screening/intervention targets. The clinic "snapshots" will be done bimonthly and will include available screenings, completed screenings and relationship to all site targets. This information will be presented in a graphic representation that will easily communicate said information.

3.2.2 The successful bidder will provide training for SBIRT field staff on implementation and submission using the GPRA instrument. This is generally a 6-8 hour training using the SAMHSA GPRA manual and includes proper use of prescreening instruments, the "Alcohol, Smoking and Substance Involvement Screening Test", hereafter known as the "ASSIST" and the Physical Health Questionnaire,

hereafter known as the "PHQ-9" and accurate completion of the GPRA instrument in accordance with the "GPRA Question by Question" document. The bidder will maintain a list of trained staff with contact information and will provide assistance or retraining with those having difficulty with GPRA implementation in the specified format that will satisfy upload to the CSAT Services Accountability Improvement System, hereafter known as the "SAIS". The bidder will maintain a log of those trained and keep the BHHF informed of training times, locations, recipients and results of the training. The vendor will be available by phone, email or other means to consult with SBIRT field staff on the accurate collection of prescreening instruments, GPRA instruments and follow up forms. The vendor must plan 35 visits annually to complete the training/re-training outlined above.

- 3.2.3 The successful bidder will conduct quarterly site visits to perform quality assurance activities and to validate the information being reported and to access barriers to implementation of the SBIRT process in each clinic. This will entail a development of a systematic evaluation process and forms. This will also include interviews with site staff to access barriers and to give feedback on site performance. This may be done in conjunction with the SBIRT Clinical Director and/or the SBIRT staff supervisor or representative.
- 3.2.4 The successful bidder will conduct an annual process evaluation that will be included as part of their annual report that will clearly outline the project's performance. As part of this process, the successful bidder will develop an "encounter" form that will be used to track the SBIRT process at each site, including the number of patients receiving the prescreening and screening using the ASSIST and PHQ-9.
- 3.2.5 The successful bidder will conduct site mappings (flow charts) of the SBIRT process at each clinic for the purpose of analyzing the flow of the process and will make recommendations to address any barriers that impede the screening and intervention process.
- 3.2.6 The successful bidder will be responsible for follow-up with 10% of a representative sample of clients who did receive brief intervention, brief treatment or referral to treatment. Data must be collected at 6 months after baseline and entered into the CSAT web-based reporting system. CSAT will provide vendor the sampling method to obtain the representative sample of 10 percent (10%). The vendor will be notified which clients have been selected as part of the representative sample and need to be located for follow-up via a Web-based notification report. State grantees are expected to achieve a follow-up rate of at least 80 percent (80%) of those selected for the follow-up sample. For example, if 100 patients are screened and should receive Brief Intervention, 10 clients will be in the CSAT selected sample to be followed up. The vendor will be required to attempt to locate all 10 clients. It is required that at a minimum eight of these clients complete a follow-up interview and that this information will be entered into the CSAT-GPRA SAIS web service.
- 3.2.7 The successful bidder will participate in weekly conference calls or other meetings as specified by the BHHF to present data reports, results of data implementation training, review of site reviews and

recommendations from biannual and annual reports to SAMHSA. Likewise, a representative of the vendor will attend monthly Policy Steering Committee meetings as an ex-officio member and will present data related to meeting grant goals and objectives. Likewise, the vendor will report on "cultivation" of additional project sites and issues reported to overcoming barriers to sustainability efforts, such as state policy issues, and lack of "buy-in" from participating sites.

- 3.2.8 The successful bidder will send a representative to the national SBIRT/AMERSA conference annually.
- 3.2.9 The successful bidder will attend GPRA training as provided by SAMHSA annually.
- 3.2.10 The successful bidder will engage in a monthly "cohort" conference call made up of representatives from other state SBIRT projects.
- 3.2.11 The successful bidder will engage in meetings with the BHHF as needed to plan, access, and discuss recommendations made. Furthermore, the vendor will consult with the SBIRT Clinical Director weekly on all activities related to the project.
- 3.2.12 The successful bidder will engage in any Technical Assistance visits scheduled with SAMHSA or their consultants to provide information in relation to completion of goals/objectives, site visits conducted and recommendations made.

3.3 Training Manual

3.3.1 The successful bidder shall provide a training manual, with the information above, for use during SBIRT implementation training and as a reference for SBIRT field staff.

3.4 Special Terms and Conditions:

3.4.1 Bid and Performance Bonds:

There are no bid or performance bonds required.

3.4.2 Insurance Requirements:

The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury

(including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:

- a) For bodily injury (including death): \$500,000.00 per person, minimum of \$1,000,000.00 per occurrence.
- b) For property damage and professional liability: Minimum \$1,000,000.00 per occurrence.

3.4.3 License Requirements:

The successful Vendor must present evidence of certification or licensure with the West Virginia Workers Compensation and Unemployment Funds, a copy of its W. Va. Business Certificate and any other licenses it may be required to hold by the nature of its operation.

3.4.4 Right of Review and Inspection

The BHHF reserves the right to periodically review and inspect all documentation deemed pertinent to this agreement.

3.4.5 Invoices, Progress, Payments and Retainage:

The vendor shall submit invoices in arrears to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendors report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.6 Method of Evaluation:

BHHF will use the grand total bid price for one year plus two optional years from the Bid Price Sheet to determine the low-bid vendor and will award the contract to the lowest bidder meeting the requirements of all specifications.

BID COST SHEET

Vendor's bid must include the billable hourly rate for each member/position.

Name or Position	Billable Hourly Rate
	\$ Per Hour
TOTAL PROJECT COST*	\$
Optional Year One (1)	Billable Hourly Rate
Optional Year One (1) Name or Position	Billable Hourly Rate
	Billable Hourly Rate \$ Per Hour
	\$ Per Hour
	\$ Per Hour \$ Per Hour
	\$ Per Hour \$ Per Hour \$ Per Hour
	\$ Per Hour \$ Per Hour \$ Per Hour \$ Per Hour

Optional Year two (2)

Name or Position	Billable Hourly Rate
	\$ Per Hour
TOTAL PROJECT COST*	\$
associated with the terms a	n all inclusive cost and includes all costs and conditions of the specifications. otal Bid Price for year one (1) and the two
associated with the terms a BHHF will use the Grand To (2) optional renewal years	and conditions of the specifications. otal Bid Price for year one (1) and the two from the Bid Price Sheet to determine the eard the contract to the lowest bidder
BHHF will use the Grand To (2) optional renewal years to low-bid vendor and will aw	and conditions of the specifications. otal Bid Price for year one (1) and the two from the Bid Price Sheet to determine the eard the contract to the lowest bidder
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BHHF will use the Grand To (2) optional renewal years to low-bid vendor and will aw meeting the requirements of Company Name:	and conditions of the specifications. otal Bid Price for year one (1) and the two from the Bid Price Sheet to determine the eard the contract to the lowest bidder

RFQ No. BH S 12006

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 SFAL HERE	NOTARY PUBLIC _		

Rev. 09/08

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.
re a	idder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the equirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty gainst such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency r deducted from any unpaid balance on the contract or purchase order.
a th d	by submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and uthorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ne required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information eemed by the Tax Commissioner to be confidential.
а	Inder penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true nd accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate hanges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Е	Sidder: Signed:
ŗ	Date:

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.