



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
DNR212111

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 LAW ENFORCEMENT SECTION
 324 FOURTH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED 02/27/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **03/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45		
<p>COMPUTER SOFTWARE MAINTENANCE/SUPPORT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE FOR REPORTING STATISTICS TO NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS) PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL 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 ALL TECHNICAL QUESTIONS IS 03/14/12 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED AFTER THE DEADLINE.</p> <p>NOTICE TO PROCEED: INSTALLATION AND CONFIGURATION MUST BE COMPLETED WITHIN 30 DAYS OF RECEIVING THE NOTICE TO PROCEED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p> <p>EXHIBIT 1 LIFE OF CONTRACT: THE ANNUAL SOFTWARE MAINTENANCE BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p>						

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.html 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).



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
DNR212111

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 LAW ENFORCEMENT SECTION
 324 FOURTH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/27/2012				

BID OPENING DATE: **03/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THE MAINTENANCE 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) SUCCESSIVE 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 WITH 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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'



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
DNR212111

PAGE
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 LAW ENFORCEMENT SECTION
 324 FOURTH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2012				

BID OPENING DATE: 03/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR212111</p> <p>BID OPENING DATE: 03/29/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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'



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
DNR212111

PAGE
4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 LAW ENFORCEMENT SECTION
 324 FOURTH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2012				

BID OPENING DATE: 03/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ DNR212111 ***** TOTAL:						_____

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'

REQUEST FOR QUOTATION
DIVISION OF NATURAL RESOURCES, LAW ENFORCEMENT SECTION
RECORDS MANAGEMENT SYSTEM – NIBRS

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the West Virginia Division of Natural Resources, Law Enforcement Section hereinafter referred to as "DNR", located at 324 Fourth Avenue South Charleston WV 25303-1228 intends to purchase Law Enforcement Records Management Software for reporting statistics to National Incident Based Reporting System (NIBRS).

1.0 PURPOSE

The purpose of this RFQ is to request bids from responsible vendors with the intent to award a contract for the purchase of Law Enforcement Records Management Software for reporting statistics to National Incident Based Reporting System (NIBRS).

2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s).
- B. "Manufacturer": the company who produces the equipment.
- C. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.

3.0 REQUIREMENTS

3.1 GENERAL SPECIFICATIONS

1. Software used for NIBRS must meet the criteria specified by the Federal Bureau of Investigation (FBI) and approved for use by the West Virginia Department of Public Safety (State Police).
2. Client Requirements: Software must be able to run on any modern Microsoft Windows-based desktop computer (Windows XP, Windows 7) with a minimum of 1 GB RAM and a minimum resolution of 1024 x 768.
3. Network/Server Requirements: Must be a Windows Server environment; ability for future field based reporting without a network connection required for data collection.

4. Damaged Software: Damaged or defective software must be replaced at no additional expense to DNR Law Enforcement Section.

3.2 MANDATORY REQUIREMENTS

Law Enforcement Records Management Software for NIBRS **MUST** meet the following minimum specifications:

1. The Records Management System (software) used for reporting NIBRS must be approved by the Federal Bureau of Investigation (FBI) and West Virginia Department of Public Safety (State Police).
2. To reference West Virginia Code Chapter 20 and Legislative Rules to serve as the primary prosecution and revocation database for DNR Law Enforcement Section, as well as the Interstate Wildlife Violator Compact.
3. Enter, query and write reports from information entered on complaints, violations, citations and accidents. Required fields include, but is not limited to, name, address, contact information, location of violation, physical description, vehicle ownership, previous arrests/complaints and other personal information, including photographs.
4. Officers must be able to keep a daily log of Law Enforcement activities. Log sheets include, but not limited to, date, time, location, duty description, mileage, hours, expenses, etc.
5. Create and print a citation from information recorded from calls, complaints, etc.
6. Query citations and record the dispositions.
7. Record custody details (transfer of prisoners).
8. Law Enforcement officers must be able to enter and query confidential informants' information and link them to external documents, notes and/or audio/video records from other city, county, state and federal law enforcement officers.
9. Record information regarding an investigation on scene, including notes and photographs.
10. Enter the type, serial number, model number, location, etc. of evidence seized, and the names of officers and locations from which evidence is transferred.
11. Give supervisors administrative rights to review the reports submitted by field officers.
12. Enter and query the location and service of warrants, subpoenas and other court documents.

13. Include one (1) server license and seven (7) client access licenses with the ability to expand.
14. Operate with a minimum of 150 simultaneous users.
15. Use either Oracle or Microsoft SQL Server database for records storage.
16. Provide Web-based interface with password protection for access to system from a Web browser for officers.
17. Encrypt and store data locally on client computer for later transfer to the server.
18. Provide software to WV Office of Technology for installation on server, headquarters and six field offices.
19. Hardware Specification: Minimum hardware specifications must be provided on the attached Hardware Specification Sheet.
20. Software Training: Software Training must meet the following minimum specifications:
 - Provide onsite training for a minimum of 16 people on all aspects of the software; including, but not limited to forms design and operational aspects. Training must be completed within 30 days of installation and delivery.
 - Include all travel expenses in unit pricing of goods.
 - The training will be conducted at the DNR Law Enforcement Section Headquarters at 324 Fourth Avenue, South Charleston WV 25303-1228.
21. Warranty & Software Support Services
 - The successful vendor must provide a one (1) year maintenance/warranty after the contract is awarded for all licensed software and hardware, regardless of the manufacturer's warranties, with the option of two (2) one (1) year renewals upon mutual written agreement of the parties.
 - The maintenance/warranty shall include on-site hardware/software service when required. The vendor must provide a resolution and/or plan of action within four (4) hours of their notification from DNR of a problem, (5 days a week (Monday – Friday), 8:00 AM – 5:00 PM EST).
 - The successful vendor must provide remote support with a toll free Help Desk (not recordings) service 24/7.

- Any maintenance performed by a third party is solely the successful vendor's responsibility; the successful vendor must be the Agency's single point of contact.
 - The successful vendor must provide all hardware/software upgrades (server and clients) and patches during the maintenance/warranty period at no additional cost to the maintenance/warranty quote.
 - Include the cost of software maintenance and upgrades.
22. Onsite installation and configuration must be coordinated with the West Virginia Office of Technology.
23. Provide system documentation that provides in depth detail for each function/component of the solution.
- Documentation provided to the State should cover several areas of usage of the proposed system. These should include, but should not be limited to User Manuals, System Design Documents, Database Diagrams, Program Documentation, and Status Reports.
 - Update system documentation accordingly in the event that system changes are made.
24. Ensure that the original software, source code, object code and all modifications, throughout the life of any agreement resulting from the release of this RFQ, will be held in escrow, to be released to the agency upon termination and/or completion of said agreement. It is further understood that the State will retain a perpetual license to the object code.

4.0 WVOT PROJECT MANAGEMENT OVERSIGHT

Pursuant to West Virginia Code §5A-6-4b, the WV Office of Technology Enterprise Project Management Office (EPMO) has the responsibility for managing information technology projects and providing oversight for state agency information technology projects. EPMO uses a project management methodology based on the Project Management Institute, Project Management Body of Knowledge (PMBOK). EPMO offers a methodology to its customers and their vendors that encompass a variety of templates and tools for project management.

Project oversight is an independent review and analysis of project artifacts and processes to determine if the project is on track, to be completed within the estimated schedule and cost, and will provide the functionality required by the sponsoring organization. The successful bidder may be required to utilize a formalized approach to project management, which is compliant with the Project Management Body of Knowledge (PMBOK) and WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) and includes the following:

1. The successful vendor should assign an experienced and skilled project manager to the project. This Project Manager should be responsible for the successful completion of all work tasks and deliverables as defined within the project work plan and will work under the direction of the DNR's Project Manager and under oversight direction from the WVOT Project Manager to ensure that all work is performed in accordance with the terms and conditions of the contract.
2. The successful vendor's Project Manager may be required to maintain a detailed project work plan through the full term of the implementation process. The vendor's Project Manager may be required to submit an updated work plan to the DNR's Project Manager and WVOT Oversight Project Manager on a date and time that will be determined during contract negotiations.
3. The successful vendor's Project Manager may be required to track and report on via status reports the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determine appropriate when establishing the project Charter. The successful vendor may have to work with the DNR's Project Manager and the WVOT Oversight Project Manager to establish, publish and follow a formal communications plan.

5.0 INSPECTION & ACCEPTANCE

Inspection and Acceptance of the system will be upon the successful installation of the Records Management Software. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by the DNR, unless loss or damage results from negligence by the DNR. If the materials or services supplied to the DNR are found to be defective or do not conform to the specifications, the DNR reserves the right to cancel the contract upon written notice to the Vendor and return products at the Vendor's expense, based upon the terms of the Contract.

The DNR shall at all times have access to the work whether it is in preparation or progress, and the Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall notify DNR in writing when the work is completed. The DNR will inspect the work as expeditiously as possible after receipt of notification from the Vendor.

RESPONSE/COST SHEET

MINIMUM SERVER REQUIREMENTS

Processor Speed	
Memory	
Hard Drive(s)	
RAID Card (if applicable)	
Ethernet Card	
Operating System	

COST SHEET

Item No.	Description	Quantity	Unit Price (\$)	Amount
1	Client Licenses	7		
2	Server License	1		
3	Installation	1		
4	Training	1		
5	Software Support	1		
6	Maintenance Year 1	1		
7	Maintenance Year 2	1		
8	Maintenance Year 3	1		
TOTAL COST				\$

Note: Please do not alter this response/cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so may result in the disqualification of your bid.

* Award will be based on low bid of software, installation, training, and all three years of maintenance.

**All yearly maintenance is to include coverage of item number 1 and two 2 in cost.

**Maintenance for years 2 and 3 may be renewed upon the mutual written consent of the spending unit and vendor.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division