



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
HRDEV11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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

BID OPENING DATE: 12/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-20-00-100		
HUMAN RESOURCE DEVELOPMENT  REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING IS SOLICITING BIDS FOR AN OPEN END STATEWIDE CONTRACT TO PROVIDE INTERNET BASED HUMAN RESOURCE RELATED PERSONNEL ASSESSMENT TOOLS AND RELATED SERVICES FOR MANAGERS WITHIN VARIOUS STATE AGENCIES AS DESCRIBED PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://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.

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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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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER: ALAN CUMMINGS RFQ. NO.: HRDEV11 BID OPENING DATE: 12/21/2011 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): -----  ***** THIS IS THE END OF RFQ HRDEV11 ***** TOTAL: _____						

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# HRDEV11

## Scope of Work

The West Virginia Purchasing Division is soliciting quotes from vendors to provide internet based human resource related personnel assessment tools and related services for managers within various State agencies as described below.

### General Description

These assessment tools will assist managers with various aspects of managing, hiring and training their employees as well as improving the guiding of employee career paths. More specifically, the assessment tools will provide human resource assistance in the following areas:

- New employee selection
- Employee placement
- Career development and coaching
- Succession planning
- Promotions
- Self-improvement
- Job description development
- Leadership development
- Team development
- Customer service excellence

### Assessment Tools and General Description

1. Profile XT or equal: A multipurpose assessment tool used for selection, development, training, promotion, self-improvement, job description development and succession planning, satisfying all requirements of the EEOC, ADA, DOL, and the Civil Rights Act.

Shall have the ability to produce the following information reports:

- Individual - providing guidance for self-understanding
- Placement – ability to put the right people in the right positions.
- Multi-Job Match – succession planning tool
- Multi-Candidate Match – ability to compare the attributes of candidates to the specific job requirements.
- Job Analysis – job requirements and job description, definition
- Summary – overview of essential information about the employee and candidates.
- Graphing – visual presentation of data results.

2. Step One Survey II or equal: A structured interview process and attitude assessment that evaluates a job applicant's integrity and attitudes towards substance abuse, reliability and work ethic.

3. Customer Service Profile or equal: An assessment of the attitudes and customer service proficiency of employees and job candidates.
4. Profiles Performance Indicator or equal: A leader's guide for managers, the tool shall measure key behavior factors and their impact on business success, providing managers with information to make each employee more valuable and productive.
5. Profiles Team Analysis or equal: An assessment which will outline team members' characteristics compared to the team leader, and give the team leader insight into the role he or she must play to keep team members focused and to achieve team objectives.
6. Profiles Managerial Fit or equal: A tool which will measure and compare working characteristics between the manager and the employee while providing guidance on how these characteristics impact their working relationships.
7. Skills Test or equal: Shall be a comprehensive list of tests to measure essential knowledge and skills of an employee or for employee promotion consideration. Shall utilize performance-based testing, which will simulate software products to ensure accurate, reliable, measurement of the knowledge, skills and abilities, customizable questions.
8. 360 degree Management System or equal: Shall provide the ability to evaluate the effectiveness of employee and manager. Shall have the ability to combine feedback from reports, peers and supervisors for developing specific leadership skills based on feedback.
9. Employee Background Check or equal: Shall be a comprehensive employee background check. Shall provide the ability to select from verification of social security number to a detailed account of the potential employee's history and acquaintances, including : Consumer Credit Reports, Criminal History Record, Drivers History Report (DMV), Education Verification, Employment History Verification, Foreign National Terrorist Sanctions Search (OFAC, CLFST, and OSFI), Identify Verification Search, Incarceration Record Search, Military Service Verification, Cursory Nationwide Criminal Index Database Search (CNID), and others.
10. Workplace Engagement Survey or equal: Will measure the degree to which employees connect with their work and feel committed to the organization and its goals. Will provide management teams a detailed view of what influences engagement across workforce segments and how employees compare statistically to the overall working population.
11. Loyalty Pro or equal: Shall be a customer loyalty survey tool designed to insure longevity and future growth of the relationship for retention and growth of existing client base. Shall provide key indicators to predict the staying power of the overall account relationship such as Emotional Dependence, Structural Dependence, Business Dependence, Satisfaction, Performance, Economic Value to company and Alignment/Fit.
12. Applicant Tracking System: Shall be Talent Xpress or equal to be used to attract, source, screen and hire qualified personnel. This application will provide the following features: Online

Career Center, Central Resume Storage House, Candidate view, EEO Compliance, On-Boarding New Hires, and Outlook Integration.

13. Employee Performance Management or equal: Shall be an automated system of performance management which will align organizational goals with staff goals, and enables continuous feedback between employees and their manager to help further employee development. This application will promote the following features: appraisal format flexibility, custom workflows, competency builder, flexible scale and ease of administration.

#### Assessment Tool Requirements

The assessment must provide applicant and employee information on the following:

- Attitudes regarding integrity, work ethic, reliability and probability of substance abuse
- Cognitive ability and learning capacity
- Occupational interests
- Behavioral traits, interpersonal sensitivity, management style, productivity, quality of work, initiative, teamwork, problem solving, and adapting to change.
- Team compatibility and balance, looking at overall strengths and weaknesses and quality of teams.
- Customer service behavioral characteristics, providing easy comparison of an individual's behavior traits, proficiencies, and perspective on customer service.

The assessment suite must be administered via the internet, allowing access to employees and job candidates anywhere there is available internet access. Paper and pencil must be optional and available upon request. Results must be available immediately and should be easily shared with decision makers within the agency.

- Assessments may not be timed.
- Assessments should not require any proctoring / administration.
- Must have the ability for 24/7 access to an account where assessments and data are stored. Data storage and access should be redundant and based on state-of-the-art infrastructure, with a seamless all-in-one delivery system.
- Must have the ability to supply an assessment account that is user name and password protected.
- Must be able to incorporate current Profiles assessment data stored in both the Profiles on the Web and Profiles Assessment Center in the event of a change in Vendor.
- Must be able to produce technical manuals supporting reliability and validity.
- Must have documentation available to support securing of data satisfactory to the end-user.
- Must have a full range of assessments for pre and post hire use, including normative, "ipsative" type assessments and integrity assessments.
- The software must be available to customize by division, manager, position, geography, or any combination of these factors.
- Must not require certification and/or interpretation for use; must also have a user's guide and reference guides available for employee use in understanding the assessment output. Should



demonstrate full customer service capability and ability to train on the use and application of assessment.

- Assessments should be easy to understand, and reports should be pleasing to the eye as well as intuitively navigated. Reports should be available, where appropriate, for individuals, groups and the entire department. Each assessment must be scientifically constructed, thoroughly tested, and rigorously validated.
- Must meet all requirements of the EEOA, the ADA and the Civil Rights Act. Each must also meet or exceed applicable requirements as noted by the U.S. Department of Labor on the use of assessment in the workplace.
- The site must allow multi-user clients with defined access for each user. Multiple users shall be able to view information, schedule assessments, build benchmarks/job patterns and print assessment results.
- Job specific patterns on all positions must be available.
- The assessments should allow for the easy development of benchmarks/job patterns for specific jobs and allow for manual adjustments of patterns created from one or more from a variety of options (other employee assessments, supervisor questionnaires, an assessment library provided by the vendor).
- Patterns should be easy to understand and clearly relevant to the job.
- Patterns must show a high correlation to on the job performance and success.

### COST - Worksheet

- Quoted pricing must be inclusive of all travel.
- Cost items numbered one (1) through five (5) below correspond to the bid scenario below.

1. Assessments Pricing: Price for all assessment tools listed above. **Cost is per employee, per month.**

2. Web-site fees: Virtual assessment center internet delivery system to each department and/or agency in its entirety.

3. Managing by assessment workshops: Facilitation of meetings/sessions with focus on the understanding, gaining experience with, planning the use of and receiving education on the assessment suite.

**Cost for a half day (four hour) session is listed below. Please also provide the cost for a full day (eight hour) session: \$ \_\_\_\_\_ full day session.**

4. Certification of agency trainers to conduct managing by assessment workshops: Training the trainer and materials that allow the end user to use in house trainers to conduct workshops on the suite of assessments. **Cost is per trainer, per workshop module.**

5. Additional Consulting Services: Implementation support including but not limited to project management, administrative support, process design and implementation, problem solving, needs assessment, website and administrative training, conflict resolution, stakeholder understanding and acceptance and best practice usage of the assessment suite. For consulting of less than one hour, the fee will be prorated.

Vendors will submit Test manuals complete with standard error measurement (SEM) results as well as test validity information upon request.

		Cost		Estimated Qty.	Extension
1	Assessments (per employee/mnth.)	\$	X	5,000 each	\$
2	Web Site (per site per year)	\$	X	50 sites	\$
3	Workshops (half day)	\$	X	10 half days	\$
4	Certification of Agency Trainers	\$	X	5 each	\$
5	Additional Consulting (per hour)	\$	X	30 hours	\$
				Total:	\$

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown. Award will be based on lowest total cost.

Vendor: \_\_\_\_\_

Vendor signature: \_\_\_\_\_

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