

VENDOR

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

Request for Quotation

TAX11008

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

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STATE TAX DIVISION OPERATIONS DIVISION

1001 LEE STREET E, 3RD FLOOR CHARLESTON, WV 25301-1725 304-558-0761

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 07/07/2011 BID OPIENING DATE: BID OPENING TIME 08/04/2011 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NO THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA TAX DEPARTMENT, PROPERTY DIVISION, IS SOLICITING BIDS TO PERFORM APPRAISAL TRAINING OF COUNTY ASSESSORS, STAFF, AND PERSONNEL OF THE PROPERTY TAX DIVISION PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, |VIA FAX AT 3|04-55|8-411|5, OR VIA E-MAIL | AT SHELLY.L.MURRAYOWV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/19/2011 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. 0001 LS 946-15 1 APPRAISAL TRAINING EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 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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Purchasing Division
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Purchasing Division
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FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 07/07/2011 BID OPENING DATE: BID OPENING TIME 01:30PM 08/04/2011 QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY RFQ. NO.: TAX11008 BID OPENING DATE: 08/04/2011 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 REQ TAX11008 ***** TOTAL: **** SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

TAX11008

STATEWIDE PROPERTY TAX EQUALIZATION TRAINING PROGRAM

SPECIFICATIONS

SCOPE OF THE REVIEW

The purpose of the Request for Quote (RFQ) is to solicit responses from a qualified Contractor to perform appraisal training of county assessors, members of the county assessors' staff and personnel of the Property Tax Division of the State Tax Division. The training is to be completed within 18 months of the award. The Contractor will be required to conduct formal appraisal training in a classroom environment at two regional locations. In addition, the contractor will be required to conduct on-site appraisal training at each of the 55 county assessors' offices. The Contractor will perform both classroom and on-site training in the practices and procedures in the appraisal of the following classes of real property: Residential, Farm, Commercial and Industrial. The appraisal of Agricultural Property valued by Use Valuation, Managed Timberland, Natural Resources and Public Utility property are not part of the training programs.

The State will choose one contractor to provide the training services listed in this RFQ.

1. Program Objective

The Contractor will train State Tax Division and county assessors' personnel in appraisal practices and procedures. The Contractor will conduct formal regional training classes at the location and on the subject matter identified in Attachment A. The Contractor will also provide on-site appraisal training in practices and procedures to county assessors and their staff at each of the 55 county assessors' offices. Each assessor and office location is identified in Attachment B. The Contractor is to provide each of the 55 county assessors' offices with 2.5 days (20 hours) of on-site appraisal training. The Contractor is also to provide a cost per day for additional on-site training should the State Tax Division determine that additional training in a county or counties is required.

2. Contractor

a. To the extent that the Contractor may engage in activities subject to the laws, regulations and procedures of the State of West Virginia relating to the appraisal and assessment of property, the Contractor must comply with all laws and regulations regarding the appraisal and assessment of real and tangible property in the State of West Virginia. All activities performed by the Contractor must be consistent with those laws, regulations and appraisal procedures of the State.

- b. Taxpayer and tax return information is confidential under the provision of West Virginia Code §§11-1-4a, 11-1A-23 11-1C-14, 11-10-5d and other provisions of the West Virginia Code. The successful Contractor must agree to sign the Confidentiality Statement included as Attachment C to this RFQ and abide by the provisions of the Confidentiality Statement. The signed Confidentiality Statement will become a part of the contract between the State Tax Division and the Contractor.
- c. Subcontractors. The Contractor may employ subcontractors that the Contractor deems necessary provided that all subcontractors are listed in the response to the RFQ and that the same information provided for the Contractor is provided for each subcontractor. Each subcontractor must meets or exceeds the qualifications required of the contractor, as described under Item #4. Any change in the subcontractor, or addition of a subcontractor when the Contractor has not previously listed the subcontractor in the response to the RFQ, during the term of the program must be approved by the State Tax Division.
- d. The response shall provide an all-inclusive fee; including the cost per day for additional on-site training should the Tax Division deem that additional training in a county or counties is required. The Contractor shall incur any additional expenses and liabilities without any obligation to the State of West Virginia or any of its counties.
- e. The Contractor shall provide a training manual for each attendee at each of the formal classroom appraisal training classes attached hereto (Attachment A). The Contractor may not charge attendees for the manual, and the cost of manuals shall be a component of the Contractor's bid price. The number of participants for each of the formal appraisal classes will not exceed 50 per class.
- f. The Contractor shall provide a comprehensive work plan to the State Tax Division within 30 days after the contract is awarded. The work plan will detail the billing process, training program schedule including the instructors/trainers assigned, and an outline of the subject matter for each of the formal classroom appraisal training classes to be conducted.

g. The Contractor shall not schedule the on-site appraisal training to occur on any date prior to March 1, 2012 for the following 12 counties, unless the State Tax Division approves an earlier start date:

Boone Mercer
Fayette Mingo
Kanawha Raleigh
Lincoln Summers
Logan Wayne
McDowell Wyoming

- h. The Contractor shall not schedule the formal classroom regional training classes for the following types of classes to occur on any date prior to April 1, 2012.
 - 1. IAS CAMA Residential/Farm Data Collection and Valuation
 - 2. IAS CAMA Commercial/Industrial Data Collection and Valuation
- i. For the purposes of this RFQ, both a Formal Classroom Training day and an On-Site Appraisal Training Day are defined as 8 hours.

3. <u>State Tax Division Responsibilities</u>

The State Tax Division shall be responsible for the following:

- a. As the Contractor will be working at various locations throughout the State, the State Tax Division will provide, at times, temporary accommodations, to the extent possible, in State Tax Division field offices located in Beckley, Clarksburg, Martinsburg, Parkersburg and Wheeling.
- b. The State Tax Division will provide access to photocopiers, fax machines, telephones, and server and network access at the Property Tax Division, that are directly necessary for fulfillment of the duties of the Contractor or subcontractors set forth in this document, in Charleston and in our field offices located in Beckley, Clarksburg, Martinsburg, Parkersburg and Wheeling.
- c. The State Tax Division will, at its own expense, provide classroom space for the formal classroom appraisal training at the two regional sites in Charleston and the Clarksburg area.

4. Qualifications of Contractor and Subcontractor

a. The Contractor, and any Subcontractor, must be registered to do business in West Virginia and be current with all taxes, licenses, and fees including those issued by State, county or municipal governments.

- b. The Contractor must be highly competent in performing mass appraisal and have a high level of knowledge, experience and understanding of the current IAS/CAMA software in use by the State Tax Division and the 55 county assessors. The Contractor and subcontractors should submit a resume to the State Tax Division demonstrating the following required levels of knowledge, competency, experience and education. Upon request the Contractor must provide any additional documentation within 24 hours of the request.
 - The successful Contractor must have at least 5 years of appraisal experience including the appraisal of residential, farm, commercial and industrial real property.
 - Any individual performing classroom training or the on-site training must have at least 5 years of appraisal experience, including the appraisal of residential, farm, commercial and industrial real property.
 - Any individual performing classroom training or the on-site training must have at least 5 years of experience with the IAS/CAMA software currently in use by the State Tax Division and the 55 county assessors' offices in West Virginia.

5. Liquidated Damages

The State Tax Commissioner may assess liquidated damages at the rate of \$300 a day for the failure of the contractor to have completed the training program within eighteen months (548 days) after the award of the contract.

6. Conflict of Interest

Contractor affirms that the contractor, the contractor's representatives, and subcontractors have no interest, direct or indirect, which would compromise the performance of the contractor's services and subcontractor's hereunder; and the contractor affirms that the contractor and subcontractors shall not acquire or otherwise be possessed of any such interest. The contractor shall promptly notify the State Tax Division of any circumstance which is, or may give rise to, an interest in contravention of this provision, or the appearance of an interest in contravention of this provision.

7. Payment Schedule

Monthly progress payments shall be made based on review and approval by the State Tax Division.

8. Training Schedule

The training shall begin once the work plan identified in Item #2F is approved. The entire project is to be completed within eighteen months of the award date.

9. Formal Classroom Regional Training Classes and On-Site Training Locations

The formal classroom regional training classes and locations are identified in Attachment A. The location for the on-site training of the assessors and their offices is identified in Attachment B.

APPRAISAL TRAINING PRICING SUMMARY

A. Formal Classroom Regional Training Classes – 12 Classes identified on Attachment A.

The CCI	Location of	No. of	T	Total Did Amount
Type of Class	Training	Classes	Length of Class	Total Bid Amount
IAS Computer Assisted Land Pricing (CALP)	Charleston	1	3 days	\$
IAS Computer Assisted Land Pricing (CALP)	Charleston	1	3 days	\$
IAS Computer Assisted Land Pricing (CALP)	Clarksburg Area	1	3 days	\$
IAS Computer Assisted Land Pricing (CALP)	Clarksburg Area	1	3 days	\$
IAS CAMA Residential/Farm Data Collection and Valuation	Charleston	1	2-1/2 days	\$
IAS CAMA Residential/Farm Data Collection and Valuation	Clarksburg Area	1	2-1/2 days	\$
IAS CAMA Commercial/Industrial Data Collection and Valuation	Charleston	1	2-1/2 days	\$
IAS CAMA Commercial/Industrial Data Collection and Valuation	Clarksburg Area	1	2-1/2 days	\$
IAS Sales Ratio Program	Charleston	1	2 days	\$
IAS Sales Ratio Program	Charleston	1	2 days	\$
IAS Sales Ratio Program	Clarksburg Area	1	2 days	\$
IAS Sales Ratio Program	Clarksburg Area	1	2 days	\$

Total Bid for 12 Formal Classroom Regional Training Classes	\$ (A)

	County	Bid Amount per County	Additional On-Site Training at a per Day Rate of *
01	Barbour		
02	Berkeley		
03	Boone		
04	Braxton		
05	Brooke		
06	Cabell		
07	Calhoun		
08	Clay		
09	Doddridge		
10	Fayette		
11	Gilmer		
12	Grant		
13	Greenbrier		
14	Hampshire		
15	Hancock		
$\frac{15}{16}$	Hardy		
17	Harrison		
$\frac{17}{18}$	Jackson		
19	Jackson Jefferson		
			<u></u>
20	Kanawha		
21	Lewis		†
22	Lincoln		
23	Logan		
24	Marion		
25	Marshall		
26	Mason		
27	McDowell		
28	Mercer		
29	Mineral		
30	Mingo		
31	Monongalia		
32	Monroe		
33	Morgan		
34	Nicholas		
35	Ohio		
36	Pendleton		
37	Pleasants		
38	Pocahontas		
39	Preston		
40	Putnam		
41	Raleigh		
42	Randolph		
43	Ritchie		
44	Roane		
45	Summers		
46	Taylor		
47	Tucker		
48	Tyler		
49	Upshur		
50	Wayne		
51	Webster		
52	Wetzel		
53	Wirt		
54	Wood		
55	Wyoming		
	Total Bid	(B)	

*The Evaluation will be based only on the Grand Total of Items A and B. The additional on-site training will not be included in the evaluation process but is to be provided should the State Tax Division choose to provide additional on-site training. If the additional on-site training is provided it will be paid based on the monthly progress and upon the review and approval of the State Tax Division.

\$_____

PRIVACY NOTICE FOR VENDORS & CONTRACTORS

The West Virginia State Tax Division processes your personal information and those of your employees as needed to establish and maintain a business relationship with your company. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with laws, including Freedom of Information requests. We are committed to respecting your privacy by handling all of the personal information collected in connection with your contractual employment relationship in accordance with applicable law as well as State of West Virginia Privacy Policies. This notice explains our practices with regard to your personal information.

- We collect, process, and transfer personal information about our vendors/contractors through computerized and paper-based date processing systems. We have established routine processing functions (such as processing for regular payroll and benefits administration). All processing and transfers of personal information are subject to reasonable confidentiality and privacy safeguards.
- 2. Any business you have with the West Virginia State Tax Division is treated with the strictest confidentiality and personal information you provide is used only for the purpose specified unless required by law, such as Freedom of Information requests.
- 3. We process vendor/ contractor personal information for the following purposes: (1) contract recruitment and staffing; (2) administration of compensation; (3) performance management and training; (4) legal compliance and risk management; (5) workplace management and reporting; (6) to protect the West Virginia State Tax Division, its workforce, and the public against injury, theft, legal liability, fraud, or abuse; and (7) other legal and customary business-related purposes.
- 4. We may process sensitive information (such as race or health information) if it is needed for business objectives or if it is required to comply with applicable law. For example, we may process sensitive health information as needed to accommodate a worker's disability. Sensitive information will not be collected, processed or transferred, except where adequate privacy protection mechanisms.
- 5. We may disclose your personal information (1) to other State departments and agencies, for the purposes listed above, (2) to data processors, who use the data only for our purposes, (3) to those companies that provide benefits and services to you, (4) where required by law, such as Freedom of Information requests, (5) where permitted by law, such as with your consent or in the event of an emergency.

PRIVACY NOTICE FOR VENDORS & CONTRACTORS

- 6. You may reasonably access and update your personal information by contacting the West Virginia State Tax Division Purchasing Manager. Please note that we have shared responsibility with regard to the accuracy of your personal information. Please let us know of any changes to your personal information.
- 7. If you have concerns about how we process your personal information or sensitive information, please contact the West Virginia State Tax Division Purchasing Manager. However, we must process personal information where required by law. In other cases, if we cannot process your information, you may be denied certain benefits.
- 8. If you believe that your personal information is not handled in accordance with the applicable law or State of West Virginia Privacy Policies, you may submit a complaint to the West Virginia State Tax Division Purchasing Manager. We will investigate the complaint.
- 9. This notice provides basic information about our processing of your personal information and your privacy rights. Should you have additional questions, you may contact the West Virginia State Tax Division Purchasing Manager.

Purchasing Manager:

Nancy Baire

West Virginia State Tax Division

1001 Lee Street, East

Charleston, West Virginia 25301

(304) 558-0761

Attachment A

Formal Classroom Regional Training Classes

TAX11008

Type of Class	Length of Class	No. of Classes	Location	Comments
IAS Computer Assisted Land Pricing (CALP)	3 days	2 2	Charleston Clarksburg Area	Understanding of CALP table development and use, neighborhood delineation and neighborhood factors; influence factors, i.e.: incremental/decremental, homesite enhancement tables, etc. CALP reports, CALP valuation for residential, farm, commercial and industrial property. Depth tables, land grading, land valuation, case studies
IAS CAMA Residential/Farm Data Collection and Valuation	2-1/2 days	1	Charleston Clarksburg Area	Understanding of residential and farm real property valuation and data collection, Building modifier development, depreciation table selection, case studies.
IAS CAMA Commercial/Industrial Data Collection and Valuation	2-1/2 days	1	Charleston Clarksburg Area	Understanding of commercial, industrial real property valuation and data collection, Building modifier development, depreciation table selection, case studies.
IAS Sales Ratio Program	2 days	2 2	Charleston Clarksburg Area	Understanding of CA181WV sales ratio report, use of the sales ratio report to develop market value, what constitutes a valid sale, sale validation process. Case studies.

<u>CO. #</u>	COUNTY	<u>CITY</u>	<u>ASSESSOR</u>	PHONE #
01	Barbour	Philippi	John Cutright	457-4952
- 02	Berkeley	Martinsburg	Preston Gooden	262-8484
03	Boone	Madison	Jennings Miller	369-7319
04	Braxton	Sutton	Arlene Herndon	765-2093
05	Brooke	Wellsburg	Thomas A. Oughton	737-5126
06	Cabell	Huntington	Ottie Adkins	526-8401
07	Calhoun	Grantsville	Jason Nettles	354-9433
08	Clay	Clay	Teresa Lane	587-4481
09	Doddridge	West Union	David Sponaugle	873-3419
10	Fayette	Fayetteville	Eddie Young	574-4312
11	Gilmer	Glenville	Gary Wolfe	462-5134
12	Grant	Petersburg	Ralph Layton	257-4117
13	Greenbrier	Lewisburg	Steve Keadle	647-6667
14	Hampshire	Romney	Norma Wagoner	822-8164
15	Hancock	New Cumberland	Joseph Alongi	564-3415
16	Hardy	Moorefield	Jimmie Wratchford	530-0203
17	Harrison	Clarksburg	Cheryl Romano	626-1066
18	Jackson	Ripley	Brian Thomas	372-4939
19	Jefferson	Charles Town	Angela Banks	728-4034
20	Kanawha	Charleston	Phyllis Gatson	357-0551
21	Lewis	Weston	T. Chad Kelley	269-8202
22	Lincoln	Hamlin	Tracy Dempsey	824-2012
23	Logan	Logan	Rick Grimmett	792-8542
24	Marion	Fairmont	James P. Priester	366-6532
25	Marshall	Moundsville	Christopher Kessler	845-0530
26	Mason	Point Pleasant	Ron Hickman	675-6358
27	McDowell	Welch	Dennis C. Altizer	436-5230
28	Mercer	Princeton	Bill Blankenship	487-8399
29	Mineral	Keyser	Rose Ann Hanna-Maine	788-4109
30	Mingo	Williamson	Ramona J. Mahon	235-0424
31	Monongalia	Morgantown	Rodney A. Pyles	291-7220
32	Monroe	Union	Donna Huffman	772-4087
33	Morgan	Berkeley Springs	Ronnie McIntire	258-7308
34	Nicholas	Summersville	Ernie Dennison	872-7801
35	Ohio	Wheeling	Kathie Hoffman	232-0293
36 27	Pendleton	Franklin	Carolyn Sponaugle Vickie L. Gorrell	358-2473
37	Pleasants	St. Marys		684-9315
38	Poçahontas	Marlinton	Dolan Irvine	799-6132
39	Preston	Kingwood	Terri Funk	329-1643 586-0226
40	Putnam	Winfield	Sherry Hayes	255-9111
41	Raleigh	Beckley Elkins	Drema Bias Evans	636-9474
42	Randolph		Phyllis Yokum	643-2962
43	Ritchie	Harrisville	Arlene Mossor	927-4499
44	Roane	Spencer	Emily Westfall	466-7128
45	Summers	Hinton Grafton	Greg Vandall	265-3016
46	Taylor		Judy Collett	
47 48	Tucker	Parsons Middlebourne	Paul "Butch" Burns Jack Hayes	478-4464 758-2126
48	Tyler		•	
49	Upshur	Buckhannon	Helen R. Phillips	472-1421 272-5863
50	Wayne	Wayne	Eric L. Hodges	272-3863 847-5371
51	Webster	Webster Springs	Dana L. Lynch	455-5256
52 53	Wetzel	New Martinsville Elizabeth	Ralph E. Phillips Debbie Hennen	455-5256 275-3418
53	Wirt		Richard Shaffer	424-1786
54	Wood	Parkersburg	Mike E. Cook	732-7158
55	Wyoming	Pineville	WHEE E. COOK	132-1136



STATE OF WEST VIRGINIA

Department of Revenue State Tax Department

Attachment C Rev. 11/2010

Earl Ray Tomblin Governor

Craig A. Griffith State Tax Commissioner

CONTRACT EMPLOYEE ACKNOWLEDGEMENT CONFIDENTIAL TAX INFORMATION

NAME				
DIVISION Reviewed and Explained by:				
I understand and acknowledge that information concerning any taxpayer that may come to my knowledge while an employee of the West Virginia State Tax Department is to be held in strictest confidence.				
I understand and acknowledge that no information or particular set forth on any return, declaration, application, audit, investigation, film, record, or report filed by or for the taxpayer or concerning a taxpayer will be disclosed by me to any person except as provided by law.				
I understand and acknowledge that under State law any unauthorized disclosure of confidential information is punishable by imprisonment for a period up to one year and/or a fine up to \$1,000, together with the cost of prosecution.				
I understand and acknowledge that the unauthorized disclosure of any information from a Federal tax return or record received from the Internal Revenue Service is a felony offense punishable by imprisonment for a period up to five years and/or a fine up to \$5,000.				
I understand and acknowledge that any unauthorized disclosure of the information described in this statement will result in my immediate dismissal from employment with the West Virginia State Tax Department.				
EMPLOYEE SIGNATURE DATE				
State of West Virginia County of Kanawha				
Taken, subscribed, acknowledged, and sworn before me this day of, 20				
My commission expires				
Notary Public				

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		
AFEIY SEAL HERE	NOTARY PUBLIC		

Rev. 09/08

1.

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.

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

Date:	. Title	s:
Bidder	er: Sigr	ned:
and ac	er penalty of law for false swearing (West Virginia Code accurate in all respects; and that if a contract is issued ages during the term of the contract, Bidder will notify the second second in the contract.	, §61-5-3), Bidder hereby certifies that this certificate is true It to Bidder and if anything contained within this certificate the Purchasing Division in writing immediately.
authorize the required deeme	orizes the Department of Revenue to disclose to the Director or equired business taxes, provided that such information does ned by the Tax Commissioner to be confidential.	easonably requested information to the Purchasing Division and f Purchasing appropriate information verifying that Bidder has paid not contain the amounts of taxes paid nor any other information
require against or dedu	rements for such preference, the Secretary may order the D ist such Bidder in an amount not to exceed 5% of the bid am ducted from any unpaid balance on the contract or purchase	
6.	purposes of producing or distributing the commodities or continuously over the entire term of the project, on average residents of West Virginia who have resided in the state	d States armed forces, the reserves or the National Guard, it, for completing the project which is the subject of the vendor's bid and age at least seventy-five percent of the vendor's employees are continuously for the two immediately preceding years.
5.	and has resided in West Virginia continuously for the f submitted; or ,	he United States armed forces, the reserves or the National Guard four years immediately preceding the date on which the bid is
4.	Application is made for 5% resident vendor preferer Bidder meets either the requirement of both subdivisions	(1) and (2) or subdivision (1) and (3) as stated above; or ,
3.	affiliate or subsidiary which maintains its headquarters of minimum of one hundred state residents who certifies the employees or Bidder's affiliate's or subsidiary's employee continuously for the two years immediately preceding su	one hundred state residents or is a nonresident vendor with an or principal place of business within West Virginia employing a at, during the life of the contract, on average at least 75% of the ses are residents of West Virginia who have resided in the state bmission of this bid; or,
2.	Application is made for 2.5% resident vendor prefere Bidder is a resident vendor who certifies that, during the working on the project being bid are residents of West Virgirmmediately preceding submission of this bid; or,	ence for the reason checked: If life of the contract, on average at least 75% of the employees ginia who have resided in the state continuously for the two years
	business continuously in West Virginia for four (4) years in ownership interest of Bidder is held by another individual, maintained its headquarters or principal place of busine preceding the date of this certification; or , Bidder is a nonresident vendor which has an affiliate or sub	evendor and has maintained its headquarters or principal place of mmediately preceding the date of this certification; or 80% of the partnership, association or corporation resident vendor who has so continuously in West Virginia for four (4) years immediately esidiary which employs a minimum of one hundred state residents ace of business within West Virginia continuously for the four (4) (or,
		ntinuously in West Virginia for four (4) years immediately preced-

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