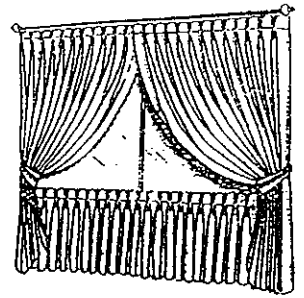


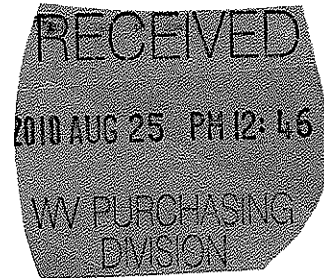
# Window Fashions

516 D. Street  
South Charleston, WV 25303  
Telephone (304) 744-7097  
Facsimile (304) 744-7410  
August 24, 2010



Mr. Frank Whittaker  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Ref: RFQ Number DNR210242 -- Alternate bid  
Twin Falls State Park  
Bid date 08/25/10



Dear Mr. Whittaker,

The purpose of this letter is to clarify and amend our Alternate Quotation for roller shades for this requirement.

On this bid, we are offering roller shades made by MechoShade Systems as a less expensive, more durable, more functional product to the cellular shades which were specified.

We are quoting using either shade cloth 0100 Equinox Series or 0700 ThermoVeil Blackout shade cloth. There are 20 available colors all of which are room darkening, fire retardant and washable. We will supply these shades with either the Suburban 3 or Mecho 5 operating system both of which are manually operated systems using a clutch roller and bed chain. The Suburban system is a little less institutional appearing whereas the Mecho 5 system is more substantial and engineered for years of use. Both systems come with a 10 year limited warranty on all parts. Window Fashions will guarantee installation for 2 years.

Whereas, the products are built to give years of service, another nice feature is that should repair be necessary, parts can be replaced on site without necessitating return to the factory. Even the shade cloth can be replaced on premises should they be vandalized or stained. Using this type of shade should eliminate any space problems with the room door handles.

Based upon my visit to the site, there may be windows where totaling room darkening may not be desired. We will allow substitution of fabrics in those areas.

These shades require an operating space of approximately ½" on each side so the rooms will not be 100% dark. This would be the same situation with the specified cellular shades.

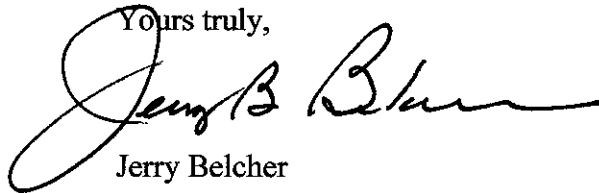
The MechoShade roller shades are available with side channels to eliminate light creep around the edges. These channels will not work on the doors and I think them unnecessary in the guest rooms. However, Mr. Hanshaw stated that they do photography workshops in some of the

Page Two  
Mr. Frank Whittaker/  
Alternate Bid specifications—Twin Falls State Park  
August 24, 2010

conference rooms where these channels would be an added benefit. We have stated the necessary added charges on our bid sheet for adding these channels.

Once again, thank you for your consideration. We look forward to working with you.

Yours truly,

A handwritten signature in black ink, appearing to read "Jerry B. Belcher". The signature is fluid and cursive, with a large initial "J" and "B".

Jerry Belcher



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:  
**DNR210242**

PAGE:  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ADDRESS

*WINDOW FASHIONS  
 516 D STREET  
 SOUTH CHARLESTON  
 WEST VIRGINIA 25303*

SHIP TO

DIVISION OF NATURAL RESOURCES  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000

DATE PRINTED <b>07/20/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		870-90		
<p><i>WINDOW BLINDS</i></p> <p><i>ALTERNATE BID USING MECHOSHADE ROLLER SHADES</i></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE AND INSTALL WINDOW BLINDS A TWIN FALLS RESORT STATE PARK 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 08/04/2010. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry Blum</i>	TELEPHONE <i>304-744-7097</i>	DATE <i>8-24-10</i>
TITLE <i>OWNER</i>	FEIN <i>55-058-2963-001</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

*W.VA CONTRACTORS LICENCE # WVD10047*

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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  
**DNR210242**

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  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/20/2010				

BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: DNR210242</p> <p>BID OPENING DATE: 08/25/2010</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:  <i>304-744-7097</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):  <i>JERRY BELCHER</i></p> <p>***** THIS IS THE END OF RFQ DNR210242 ***** TOTAL: <u>24,390.62</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jerry Belcher* TELEPHONE: *304-744-7097* DATE: *8-24-10*

TITLE: *OWNER* FEIN: *55-058-2963-001* ADDRESS CHANGES TO BE NOTED ABOVE

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

*W.V.A CONTRACTORS LICENCE # WV010047*

**Supply and Install Window Blinds at Twin Falls State Park****SPECIFICATIONS AND SCOPE OF WORK****Scope of Work:**

The West Virginia Division of Natural Resources; hereinafter Division is accepting Bids for the purchase and installation of window shades for its new twenty-seven guest room addition and the purchase and installation of window shades for the Azalea, Chinquapin, and Dogwood conference rooms as well as the lodge office and fitness center. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost. Vendor must provide all necessary labor, materials, supervision, tools, equipment and hardware to properly install the blinds as per the manufacturer's recommendations. Vendor must provide inventory recommendations for maintenance, cleaning and upkeep.

**Pre-bid Meeting:**

A pre-bid meeting is not necessary for this project; however, the Vendors should make arrangements with the Park Superintendent or Assistant Park Superintendent for a site visit to individually field measure each window and door to ensure proper fit and operation.

**Basis of Award:**

The Contract will be awarded to the lowest qualified Vendor submitting the lowest total Bid for all of the items on the Bid Schedule and in complete accordance with all specifications stipulated herein.

**Coordination:**

Vendor must coordinate timing of the installation with the Division's Authorized Representative per the contact information below to limit and minimize any inconveniences to lodge guests. All aspects of this contract must be coordinated with the Division's Authorized Representative(s). All work pursuant to this contract shall be completed within thirty days after coordination.

**Division's Authorized Representative:**

Scott Durham  
Park Superintendent  
Twin Falls State Park

Nathan Hanshaw  
Assistant Park Superintendent  
Twin Falls State Park

**Supply and Install Window Blinds at Twin Falls State Park****Inspection:**

All items must be inspected by the Division subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be rejected, removed, and replaced at no additional expense to the Division. Vendor must be responsible for damages that occur during assembly and set-up.

**Project Closeout:**

Vendor must provide inventory recommendations for maintenance, cleaning and upkeep.

**Safety:**

Successful Vendor will be working in public areas where guests and employees will be present. The successful Vendor is therefore required to maintain a safe, clean, and orderly Work area at all times.

**Warranty Period:**

Vendor must warranty that the equipment contained in this Bid is intended and manufactured for commercial use and must be free of defects in materials and Workmanship for a period of one year after date of acceptance. Vendor must repair or replace, at its discretion, free of charge, any product that proves to be defective during the Warranty Period. However, if manufacturer warranty periods are longer than the required minimum listed above, then those warranties must prevail.

**General Window Shade Specifications**

1. Shades must be a cordless lift and lower system for all guest room windows and doors, offices, and hallways
2. Shades must be a continuous cord loop and clutch system for Chinquapin, Azalea, and Dogwood Conference Room, and must include side channels.
3. Minimum 3/8" / Maximum 3/4" single cell shades for windows
4. Maximum 3/8" shades for doors in order to clear door hardware
5. Shades must be room darkening blackout (opaque) for all guest rooms
6. Shades must be room darkening blackout (opaque) for conference rooms
7. Shades must be semi-opaque for offices, hallways, and fitness center

## Supply and Install Window Blinds at Twin Falls State Park

8. Shades must be fade resistant
9. Shades must be certified flame resistant for commercial use – NFPA 701
10. Available color options should be included with Bid

**Manufacturer Disclosure:**

Vendor should provide the manufacturer name and model number of the product that is being Bid.

ALTERNATE PRODUCT BID  
Manufacturer: MECHOSHADE SYSTEMS, LONG ISLAND CITY N.Y.

Model #: EITHER MECHD 5 SERIES OR SUBURBAN SERIES

SEVERAL DIFFERENT FABRIC OPTIONS  
ALL FIRE RETARDANT RATING  
IN MULTIPLE COLORS  
1 YEAR WARRANTY ON ALL PARTS  
AND LABOR



## Supply and Install Window Blinds at Twin Falls State Park

Item No.	Quantity	Location	Unit	Total
1	1	Room 401- (window) 67 1/4" x 55 1/16" - opaque	\$	\$ 404.80
2	1	Room 402 - (window) 67 1/4" x 55 1/16" - opaque	\$	\$ 404.80
3	1	Room 403 - (window) 67 1/4" x 55 1/16" - opaque	\$	\$ 404.80
4	1	Room 404 - (window) 67 1/4" x 55 3/16" - opaque	\$	\$ 404.80
5	1	Room 405 - (window) 67 1/4" x 55 1/16" - opaque	\$	\$ 404.80
6	1	Room 501- (window) 38 1/2" x 81 1/2" - opaque	\$	\$ 306.24
7	1	Room 501- (window) 44 1/8" x 60 3/4" - opaque	\$	\$ 286.68
8	1	Room 502 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
9	1	Room 502 (window) 44 1/8" x 60 3/4" - opaque	\$	\$ 286.68
10	1	Room 503 - (window) 38 1/2" x 81 1/2" - opaque	\$	\$ 306.24
11	1	Room 503 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
12	1	Room 504 - (door) 30 3/4" x 75 7/8" - opaque	\$	\$ 295.68
13	1	Room 504 - (window) 44 3/16" x 60 3/4" - opaque	\$	\$ 286.68
14	2	Room 505 - (window) 31 3/4" x 55 3/4" - opaque	\$ 262.24	\$ 524.48
15	2	Room 505 - (window) 31 3/4" x 22 15/16" - opaque	\$ 223.52	\$ 447.04
16	2	Room 506 - double doors -28 5/8" x 75 7/8" - opaque	\$ 295.68	\$ 591.36
17	1	Room 507 - (door) 30 3/4" x 75 7/8" - opaque	\$	\$ 295.68
18	1	Room 507 - (window) 44 1/8" x 61" - opaque	\$	\$ 286.68
19	1	Room 508 - (door) 30 3/4" x 75 7/8" - opaque	\$	\$ 295.68
20	1	Room 508 - (window) 34 1/8" x 60 7/8" - opaque	\$	\$ 279.84

## Supply and Install Window Blinds at Twin Falls State Park

Item No.	Quantity	Location	Unit	Total
21	1	Room 509 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
22	1	Room 509 - (window) 44 1/8" x 60 3/4" - opaque	\$	\$ 286.68
23	1	Room 510 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
24	1	Room 510 - (window) 44 1/8" x 60 3/4" - opaque	\$	\$ 286.68
25	1	Room 511 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
26	1	Room 511 - (window) 44 1/8" x 60 3/4" - opaque	\$	\$ 286.68
27	1	Room 601 - (door) 30 7/8" x 75 3/4" - opaque	\$	\$ 295.68
28	1	Room 601 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
29	1	Room 602 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
30	1	Room 602 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
31	1	Room 603 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
32	1	Room 603 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
33	1	Room 604 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
34	1	Room 604 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
35	2	Room 605 - (double doors) 28 5/8" x 75 7/8" - opaque	\$ 295.68	\$ 591.36
36	2	Room 606 - (double doors) 28 5/8" x 75 7/8" - opaque	\$ 295.68	\$ 591.36
37	1	Room 607 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
38	1	Room 607 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68
39	1	Room 608 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
40	1	Room 608 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 286.68

## Supply and Install Window Blinds at Twin Falls State Park

Item No.	Quantity	Location	Unit	Total
41	1	Room 609 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
42	1	Room 609 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 268.86
43	1	Room 610 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
44	1	Room 610 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$ 268.86
45	1	Room 611 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$ 295.68
46	1	Room 611 - (window) 44 1/8" x 60 7/8" opaque	\$	\$ 286.68
47	1	3rd Floor Hallway - (window) 43 1/2" x 43 1/8" - semi-opaque	\$	\$ 249.92
48	1	Front Desk Office - (window) 67 3/16" x 55 1/16" - semi-opaque	\$	\$ 404.80
49	1	Fitness Room - (window) 67 3/16" x 55 1/16" - semi-opaque	\$	\$ 404.80
50	2	Azalea Conference Room - (single large window) 53 3/4" x 72 1/2" - opaque	\$ 469.00	\$ 938.00
51	2	Azalea Conference Room - (single large window) 53 3/4" x 37 3/4" - opaque	\$ 337.39	\$ 674.78
52	2	Dogwood Conference Room - (window) 67 1/4" x 55" - opaque	\$ 400.35	\$ 800.70
53	1	Chinaquapin Conference Room - (window) 41 7/8" x 80 7/8" - opaque	\$	\$ 306.50
54	1	Chinaquapin Conference Room - (window) 52 3/16" x 82 1/8" - opaque	\$	\$ 459.75
55	1	Chinaquapin Conference Room - (window) 49 7/8" x 82 3/8" - opaque	\$	\$ 459.75
56	1	Chinaquapin Conference Room - (window) 50 3/16" x 82 3/8" - opaque	\$	\$ 459.75
57	1	Chinaquapin Conference Room - (window) 50 3/16" x 82" - opaque	\$	\$ 459.75
58	1	Chinaquapin Conference Room - (window) 49 7/8" x 82" - opaque	\$	\$ 459.75
59	1	Chinaquapin Conference Room - (window) 50 3/16" x 81 3/4" - opaque	\$	\$ 459.75
60	1	Chinaquapin Conference Room - (window) 50 1/8" x 81 1/8" - opaque	\$	\$ 459.75

Item No.	Quantity	Location	Unit	Total
61	1	Chinaquapin Conference Room - (window) 49 7/8" x 81 1/8" - opaque	\$	\$ 459.75
62	1	Chinaquapin Conference Room - (window) 50 1/8" x 81 1/8" - opaque	\$	\$ 459.75
63	1	Chinaquapin Conference Room - (window) 71 5/16" x 81 1/8" - opaque	\$	\$ 475 <sup>20</sup>
64	1	Chinaquapin Conference Room - (window) 71 9/16" x 80 3/4" - opaque	\$	\$ 475 <sup>20</sup>
65	1	Chinaquapin Conference Room - (entry door) - opaque 32 3/8" x 79"	\$	\$ 292 <sup>25</sup>
<b>BASE BID</b>			<b>GRAND TOTAL BID</b>	\$ 24390.62

75 MECHSHADE ROLLER SHADES

\* TO ADD ROOM DARKENING  
SIDE CHANNELS IN THE  
CONFERENCE ROOMS

AZALEA ROOM - 363.58

DOGWOOD ROOM - 142.56

CHINAQUAPIN ROOM - 1,019.06

SIDE CHANNELS FOR  
3 CONFERENCE ROOMS

1,525.20

# 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: WINDOW FASHIONS  
Date: 8-24-10

Signed: *Jerry B. [Signature]*  
Title: OWNER

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

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 exceeds 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: WINDROW FASHIONS

Authorized Signature: Jerry B. Behm Date: 8-24-10

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 24 day of August, 2010.

My Commission expires July 29, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Robin Bailey

