



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

LBS11058

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

CAROLINE COLINDRES
661 702 3445
QIAGEN
19300 GERMANTOWN RD
GERMANTOWN MD 20874

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
01/26/2011	Net 30					
BID OPENING DATE: 02/24/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-99		
ONE MAGNA PURE COMPACT SYSTEM FOR NUCLEIC ACID PURIFICATION						
REQUEST FOR QUOTATION						
TO PROVIDE ONE MAGNA PURE COMPACT SYSTEM "OR EQUAL" FOR FAST AND EASY AUTOMATION OF NUCLEIC ACID PURIFICATION FROM UNKNOWN ENVIRONMENTAL SAMPLES DURING A BIOTERRORISM EVENT, PER THE ATTACHED SPECIFICATIONS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
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.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/8/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Roby Saunders</i>		TELEPHONE 800-426-8157		DATE 2/23/11		
TITLE Director, Inside Sales		FEIN 95-4141306		ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

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HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/26/2011	Net 30			

BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Debra Saunders</i>	TELEPHONE 800-426-8157	DATE 2/23/11
TITLE Director, Inside Sales	FEIN 95-4141306	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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ROBERTA WAGNER
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HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/26/2011	Net 30			

BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----LBS11058-----						
BID OPENING DATE:-----2/24/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----800-718-2056-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Marianna Mott (661) 702-3921-----						
***** THIS IS THE END OF RFQ LBS11058 ***** TOTAL:						

See quotes
or
RFQ Cost sheets

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	Dilly Saunders			TELEPHONE	800-426-8157	DATE 2/23/11
TITLE	Director Proc & Sels			FEIN	95-4141306	ADDRESS CHANGES TO BE NOTED ABOVE

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

SPECIFICATION AND REQUIREMENTS

Test Equipment Specifications

1. System must be capable of processing 1 - 8 sample purifications from 100 ul to 1000 ul in 15- 40 minutes.
2. System must be able to track samples and reagents with an integrated bar-code scanner and relabeled Reagent Cartridges and Elution Tubes.
3. System must be able to protect each sample from cross-contamination using synchronized stage movement, integrated HEPA filter, UV decontamination and prefilled and sealed reagents and disposables.
4. System must be able to support magnetic-bead isolation techniques.
5. System must have the following dimensions or less: 540 mm W x 610 mm D x 570 mm H (21.3 in W x 24 in D x 22.4 in H). System must weight 60 kg (132 lbs) or less.
6. System must be capable of producing elution volumes of 50 – 200 ul.
7. System must have a power source of AC 90-240 V, 50/60 Hz.

Computer Equipment Specifications

1. Vendor must supply and integrate any attached personal computer device to the equipment and provide operational configuration and testing.
2. Internal personal computer with windows operating system, operated via color touch screen monitor (6.4 in) and bar-code reader.
3. Instrument must contain preinstalled protocols that can be selected by scanning the bar code on reagent cartridges.
4. System must be capable of saving run documentation, print out with an external printer, or routed via host connectivity.

Installation & Training Requirements

1. Full instrument installation and performance verification must be performed by a Certified Field Service Engineer, must be included at no additional cost and must be completed within 30 days of equipment delivery.
2. One day, on site **hands-on** training for two people must be performed by a Field Service Engineer at the Office of Laboratory Services, 167 11th Avenue, South Charleston, WV 25303 at no additional cost and must be completed within 30 days of equipment delivery.

Warranty Requirements

1. Must include at least one year equipment warranty to include parts and labor and must be provided at no additional cost.

Service and Support Requirements

1. Must provide full support and service of test equipment and attached computer equipment for the duration of the manufacture warranty and must be provided at no additional cost.

Shipping and Delivery Requirements

1. Shipping terms to be F. O. B. Destination, Prepaid unless vendor states differently when submitting quotation.
2. If shipping costs are incurred they must be included as a separate line item and part of the total cost of the equipment.
3. Must be delivered within 60 days of approved purchase order.
4. Delivery must be inside delivery and must be made Monday through Friday, 8:00 a.m. through 4:00 p.m.

LBS11058

RFQ COST SHEET

Bidders shall provide a cost for the following: Quote #mm020111A

Cat No.


9001410	E21 Advanced	\$ 25,000.00
9237713	Installation	\$ 2,000.00
9018301	E21 Adv. DNA	\$ 0
9018303	E21 Adv. Virus	\$ 0
	Magna Pure Compact System, or equal	

\$ 27,000.00

Freight/Shipping Charge

\$ 450.00**Total Cost** \$ 27,450.00

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.


Vendor Signature

2/23/2011
Date

QUOTATION

QIAGEN Agreement # MM020111 A

February 1, 2011



Roberta Wagner
Laboratory Services
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305 - 0130
Phone: +1 (304) 558-3530

Delivery: 30-75 days ARO	F.O.B. instrument: Shipping Point - Freight Prepaid and Added	Prices Valid For: 60 days	Terms: Net 30 Days Upon Invoicing
<p>QIAGEN's Response to RFQ#LBS11058, Robotic workstation for automated purification of nucleic acids using EZ1 kits. 1-year warranty on parts and labor included. Installation, performance verification and one day, on-site hands-on training to be performed within 30 days of equipment delivery by a QIAGEN certified Service Engineer is also included.</p> <p>QIAGEN's total response to RFQ# LBS11058 = \$27,450.00</p>			

Item	Catalog #	Description	Unit Price	Qty	Extended Price
1	9001410	EZ1 Advanced	25,000.00	1	25,000.00
2	9237713	Installation, BR EZ1 The Installation, BR EZ1 facilitates the quick implementation of the BioRobot EZ1 or EZ1 Advanced into the lab routine by minimizing the instrument start-up phase. It covers the hardware and software installation of the BioRobot EZ1 or EZ1 Advanced instrument and provides the user with an introductory training on operation and user maintenance. The installation includes labor and travel costs. The performance of the installation process is documented on a GMP/GLP-compliant Field Service document.	2,000.00	1	2,000.00
3	9018301	EZ1 Advanced DNA Bacteria Card	Included	1	Included
4	9018303	EZ1 Advanced Virus Card v2.0	Included	1	Included

Please note the following:

1. System installation is not included unless specified above. If installation is purchased, QIAGEN will install the protocol, test the protocol, and backup the system software and protocol.
2. Instrument shipped upon availability. Actual delivery times may vary.
3. Payment due 30 days upon invoicing. QIAGEN will provide installation and introductory training upon delivery. If the Customer delays installation and/or introductory training for more than four weeks after delivery, payment for the instrument is due by the Customer.
4. This proposal is made contingent upon the acceptance by Customer without changes or modification of the provisions of this proposal including all insertions on the face hereof and of the QIAGEN terms and conditions of sales provided.

***Quoted Price: \$ 27,000.00**

*Shipping not included in quoted price

QUOTATION

Marianna Mott
Senior Inside Sales Representative
1-800-426-8157 ext. 23363
Mobile: 703-622 3411

QIAGEN - Sample & Assay Technologies

To place order by phone: 800-426-8157
On-line: www.qiagen.com
Fax: 661-702-3884
email: instrumentorders@qiagen.com
Mail: QIAGEN Inc.
27220 Turnberry Lane, Suite 200
Valencia, CA 91355-1005



February 7, 2011

Roberta Wagner
Laboratory Services
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305 - 0130

RE: QIAGEN Agreement # MM020111 A

Dear Roberta Wagner,

Thank you for your interest in QIAGEN solutions. I have enclosed the quotation you requested. Please note that the terms and conditions, including shipping, are located on the first page of the attached quotation. When placing an order, please reference the Agreement Number shown above and at the top of the quotation to ensure accurate pricing and shipping.

Thank you for considering QIAGEN products. If you have any questions, please call me at 1-800-426-8157 ext. 23363 or call my mobile phone at 703-622 3411.

Sincerely,

Marianna Mott
Senior Inside Sales Representative

QIAGEN - Sample & Assay Technologies


LBS11058

RFQ COST SHEET

Cat No. Bidders shall provide a cost for the following: Quote # mm020111B
 9001492 E21 Advanced XL \$ 33,064.50
 9237713 Installation \$ 2,000.00
 9018694 E21 Adv XL DNA Card \$ 0
 9018708 E21 Adv XL Virus Card \$ 0
 MagNa Pure Compact System, or equal \$ 35,064.50
 Freight/Shipping Charge \$ 45.00

Total Cost \$ 35,514.50

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.


 Vendor Signature

2/23/2011
 Date

QUOTATION

QIAGEN Agreement # MM020111B

February 1, 2011



Roberta Wagner
Laboratory Services
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305 - 0130
Phone: +1 (304) 558-3530

Delivery:	F.O.B. Instrument:	Prices Valid For:	Terms:
30-75 days ARO	Shipping Point - Freight Prepaid and Added	60 days	Net 30 Days Upon Invoicing
<p>QIAGEN's Response to RFQ#LBS11058, Robotic workstation for automated purification of nucleic acids from up to 14 samples using EZ1 kits. 1-year warranty on parts and labor included. Installation, performance verification and one day, on-site hands-on training to be performed within 30 days of equipment delivery by a QIAGEN certified Service Engineer is also included.</p> <p>QIAGEN's total response to RFQ# LBS11058 = \$35,514.50</p>			

Item	Catalog #	Description	Unit Price	Qty	Extended Price
1	9001492	EZ1 Advanced XL	33,064.50	1	33,064.50
2	9237713	Installation, BR EZ1 The installation, BR EZ1 facilitates the quick implementation of the BioRobot EZ1 or EZ1 Advanced into the lab routine by minimizing the instrument start-up phase. It covers the hardware and software installation of the BioRobot EZ1 or EZ1 Advanced instrument and provides the user with an introductory training on operation and user maintenance. The installation includes labor and travel costs. The performance of the installation process is documented on a GMP/GLP-compliant Field Service document.	2,000.00	1	2,000.00
3	9018694	EZ1 Adv. XL DNA Bacteria Card	Included	1	Included
4	9018708	EZ1 Adv. XL Virus Card v2.0	Included	1	Included

Please note the following:

1. System installation is not included unless specified above. If installation is purchased, QIAGEN will install the protocol, test the protocol, and backup the system software and protocol.
2. Instrument shipped upon availability. Actual delivery times may vary.
3. Payment due 30 days upon invoicing. QIAGEN will provide installation and introductory training upon delivery. If the Customer delays installation and/or introductory training for more than four weeks after delivery, payment for the instrument is due by the Customer.
4. This proposal is made contingent upon the acceptance by Customer without changes or modification of the provisions of this proposal including all insertions on the face hereof and of the QIAGEN terms and conditions of sales provided.

***Quoted Price: \$ 35,064.50**

*Shipping not included in quoted price

QUOTATION

Marianna Mott
Senior Inside Sales Representative
1-800-426-8157 ext. 23363
Mobile: 703-622 3411

QIAGEN - Sample & Assay Technologies

To place order by phone: 800-426-8157
On-line: www.qiagen.com
Fax: 661-702-3884
email: instrumentorders@qiagen.com
Mail: QIAGEN Inc.
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Roberta Wagner
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2019 Washington Street East
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Sincerely,

Marianna Mott
Senior Inside Sales Representative

QIAGEN - Sample & Assay Technologies

RFQ No. LB511058STATE 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.

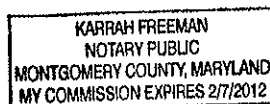
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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 SIGNATUREVendor's Name: DIAGEN, Inc.Authorized Signature: [Signature] Date: 2/23/11State of MarylandCounty of Montgomery, to-wit:Taken, subscribed, and sworn to before me this 23 day of February, 2011.My Commission expires 2/7 (February 7) 2012

AFFIX SEAL HERE

NOTARY PUBLIC

[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.