



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  
 CEREAL12

PAGE  
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

VENDOR  
 \*709040106 304-472-5500  
 A F WENDLING INC  
 176 WOOD ST  
 PO BOX 661  
 BUCKHANNON WV 26201

SHIP TO  
 VARIOUS AGENCY LOCALES  
 AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/26/2012				

BID OPENING DATE: 04/19/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 472-5504 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Darla Tenney -----  ***** THIS IS THE END OF RFQ CEREAL12 ***** TOTAL: _____						

RECEIVED  
 2012 APR 19 AM 8:40  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 472-5500	DATE 4/18/12
TITLE President	FEIN 55-0383249	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Vendor AF Wendling, Inc.

CEREAL12 Pricing Pages						
Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
<b>General Mills "or equal" - Bulk Cereal</b>						
1	Kix "or equal"	4/35 OZ. Gilster	16493	16.39	25	409.75
<b>General Mills "or equal" - Large Size Cereal</b>						
2	French Toast Crunch "or equal"			NO BID	25	0
3	Cinnamon Toast Crunch "or equal"	6/32 OZ. Malt-O-Meal	15241	39.20	25	980.00
4	Cheerios "or equal"	4/35 OZ. Gilster	15247	15.06	40	602.40
5	Cocoa Puffs "or equal"	4/35 OZ. Gilster	16673	16.42	25	410.50
6	Count Dracula "or equal"	4/48 OZ. Malt-O-Meal	15249	28.60	50	1430.00
7	Country Corn Flakes "or equal"	4/35 OZ. Gilster	13394	12.95	50	647.50
8	Frosted Cheerios "or equal"	4/35 OZ. General Mills	19117	33.98	25	849.50
9	Golden Grahams "or equal"	4/35 OZ. Gilster	16674	17.76	25	444.00
10	Frosted Wheaties "or equal"			NO BID	25	0
11	Honey Nut Cheerios "or equal"	4/35 OZ. Gilster	13396	16.56	25	414.00
12	Kix "or equal"	4/35 OZ. Gilster	16493	16.39	25	409.75
13	Lucky Charms "or equal"	4/42 OZ. Malt-O-Meal	15259	33.00	25	825.00
14	Nature Valley 100% Nature Granola "or equal"	4/50 OZ. General Mills	19118	39.25	25	981.25
15	Low Fat Granola "or equal"	4/50 OZ. Malt-O-Meal	15262	36.25	25	906.25
16	Rice Crunchies "or equal"	4/35 OZ. Gilster	00529	15.55	25	388.75
17	Total "or equal"			NO BID	50	0
18	Total Raisin Bran "or equal"	4/35 OZ. Gilster	13395	16.30	50	815.00
19	Trix "or equal"	4/35 OZ. Gilster	16494	17.00	25	425.00
20	Wheaties "or equal"	4/43.5 OZ. General Mills	19138	39.00	35	1365.00
21	Rice Chex "or equal"	4/33 OZ. General Mills	15275	34.75	25	868.75
22	Corn Chex "or equal"	4/33 OZ. General Mills	15278	33.14	25	828.50
23	Wheat Chex "or equal"			NO BID	25	0
24	Cookie Crisp "or equal"	4/35 OZ. General Mills	19120	39.24	25	981.00
<b>General Mills "or equal" - Individual Size</b>						
25	Apple Cinnamon Cheerios "or equal"			NO BID	100	0
26	Cheerios "or equal"	70 CT. General Mills	15287	25.13	200	5026.00
27	Country Corn Flakes "or equal"	70 CT. General Mills	15288	25.13	200	5026.00
28	Golden Grahams "or equal"	70 CT. General Mills	19121	25.23	50	1261.50
29	Honey Nut Cheerios "or equal"	70 CT. General Mills	15291	25.23	50	1261.50
30	Lucky Charms "or equal"	70 CT. General Mills	15293	25.23	50	1261.50
31	Total "or equal"	70 CT. General Mills	15294	25.13	100	2513.30
32	Total Raisin Bran "or equal"	70 CT. General Mills	15295	25.13	100	2513.30
33	Wheaties "or equal"	70 CT. General Mills	15296	25.13	100	2513.00
34	Single Pak Favorites "or equal"	70 CT. General Mills	19122	31.69	250	7922.50
35	Family Assorted Single Pak "or equal"	70 CT. General Mills	15298	31.69	250	7922.50
36	Rice Chex "or equal"	70 CT. General Mills	15299	25.44	25	636.00
37	Corn Chex "or equal"			NO BID	25	0
38	Wheat Chex "or equal"			NO BID	25	0
39	Frosted Wheaties "or equal"			NO BID	25	0
<b>General Mills "or equal" - Self Service Bowls</b>						
40	Apple Cinnamon Cheerios "or equal"	96 CT. Malt-O-Meal	15284	19.00	100	1900.00
41	Berry Berry Kix "or equal"	96 CT. Malt-O-Meal	15305	19.00	25	475.00
42	Cheerios "or equal"	96 CT. Malt-O-Meal	15307	19.00	75	1425.00
43	Cinnamon Toast Crunch "or equal"	96 CT. Malt-O-Meal	15308	19.00	25	475.00
44	Cocoa Puffs "or equal"	96 CT. Malt-O-Meal	15309	19.00	25	475.00
45	Country Corn Flakes "or equal"	96 CT. Malt-O-Meal	15310	19.00	100	1900.00
46	French Toast Crunch "or equal"	96 CT. Malt-O-Meal	15308	19.00	25	475.00
47	Frosted Cheerios "or equal"	96 CT. General Mills	19124	23.29	25	582.25
48	Frosted Corn Flakes "or equal"	96 CT. Malt-O-Meal	15322	19.00	25	475.00

Vendor AF Wendling, Inc.

Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
<b>General Mills "or equal" - Self Service Bowls (cont.)</b>						
49	Fruity Cheerios "or equal"	96 CT. General Mills	19125	23.29	25	582.25
50	Golden Grahams "or equal"	96 CT. Malt-O-Meal	15461	19.00	25	475.00
51	Honey Nut Cheerios "or equal"	96 CT. Malt-O-Meal	15463	19.00	25	475.00
52	Honey Nut Chex "or equal"	96 CT. General Mills	11820	23.29	25	582.25
53	Kix "or equal"	96 CT. Gilster	19126	20.10	25	502.50
54	Lucky Charms "or equal"	96 CT. Malt-O-Meal	19127	19.00	25	475.00
55	Multi-Grain Cheerios Plus "or equal"	96 CT. General Mills	19128	23.29	50	1164.50
56	Rice Chex "or equal"	96 CT. General Mills	19129	23.29	25	582.25
57	Rice Crunchies "or equal"	96 CT. Malt-O-Meal	15326	19.00	25	475.00
58	Team Cheerios "or equal"			NO BID	25	0
59	Total "or equal"	96 CT. General Mills	19130	23.29	100	2329.00
60	Total Raisin Bran "or equal"	96 CT. Malt-O-Meal	18708	19.00	25	475.00
61	Trix "or equal"	96 CT. Malt-O-Meal	19131	19.00	25	475.00
62	Wheaties "or equal"	96 CT. General Mills	99999	23.29	100	2329.00
63	Wheaties Raisin Bran "or equal"	96 CT. Malt-O-Meal	18708	19.00	50	950.00
<b>Kelloggs "or equal" - Large Size Cereals</b>						
64	Corn Flakes "or equal"	4/35 OZ. Gilster	13394	12.95	50	647.50
65	Rice Krispies "or equal"	4/35 OZ. Gilster	00529	15.55	50	777.50
66	Complete Wheat Bran Flakes "or equal"	4/35 OZ. Gilster	16488	14.08	25	352.00
67	Raisin Bran "or equal"	4/35 OZ. Gilster	13395	16.30	50	815.00
68	Corn Pops "or equal"	4/35 OZ. Kelloggs	19133	31.33	25	783.25
69	Cocoa Krispies "or equal"	4/35 OZ. Gilster	16673	16.42	25	410.50
70	Smacks "or equal"			NO BID	25	0
71	Frosted Flakes "or equal"	4/35 OZ. Gilster	16671	15.10	25	377.50
72	Special K "or equal"	4/32 OZ. Kelloggs	15254	31.39	50	1569.50
73	Fruit Loops "or equal"	4/35 OZ. Gilster	16494	17.00	25	425.00
74	Cruncheros "or equal"	4/35 OZ. Gilster	15247	15.06	25	376.50
75	Apple Jacks "or equal"	4/35 OZ. Malt-O-Meal	16487	25.96	25	649.00
76	Crispix "or equal"			NO BID	25	0
77	Cracklin Oat Bran "or equal"			NO BID	25	0
78	Frosted Mini Wheats Bite Size "or equal"	4/35 OZ. Gilster	16672	16.45	35	575.75
79	Low Fat Granola "or equal"	4/50 OZ. Malt-O-Meal	15262	36.25	25	906.25
80	Honey Crunch Corn Flakes "or equal"			NO BID	25	0
81	Marshmallow Blasted Fruit Loops "or equal"			NO BID	25	0
82	Raisin Bran Crunch "or equal"			NO BID	25	0
<b>Kelloggs "or equal" - Individual Size</b>						
83	Corn Flakes "or equal"	70 CT. General Mills	15288	25.13	100	2513.00
84	Rice Krispies "or equal"	70 CT. General Mills	19137	25.13	100	2513.00
85	Complete Wheat Bran Flakes "or equal"	70 CT. General Mills	15296	25.13	50	1256.50
86	Raisin Bran Crunch "or equal"			NO BID	50	0
87	Corn Pops "or equal"	70 CT. Kelloggs	19136	26.62	25	665.50
88	Cocoa Krispies "or equal"			NO BID	25	0
89	Smacks "or equal"			NO BID	25	0
90	All Bran "or equal"	70 CT. Kelloggs	15270	27.39	35	958.65
91	Frosted Flakes "or equal"	70 CT. Kelloggs	19139	25.85	25	646.25
92	Frosted Mini-Wheats "or equal"	70 CT. Kelloggs	19140	25.85	25	646.25
93	Special K "or equal"	70 CT. Kelloggs	00599	25.85	50	1292.50
94	Fruit Loops "or equal"	70 CT. Kelloggs	19141	26.62	25	665.50
95	Product 19 "or equal"			NO BID	50	0
96	Puffed Wheat "or equal"			NO BID	25	0
97	Puffed Rice "or equal"			NO BID	25	0
98	Cruncheros "or equal"	70 CT. General Mills	15287	25.13	25	628.25
99	Shredded Wheat Minatures "or equal"			NO BID	25	0
100	Apple Jacks "or equal"	70 CT. Kelloggs	15286	25.13	25	628.25
101	Assorted "or equal"	72 CT. Kelloggs	00540	32.27	25	806.75
102	Crispix "or equal"			NO BID	25	0

Vendor AF Wendling, Inc.

Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
<b>Kelloggs "or equal" - Individual Size (cont.)</b>						
103	Frosted Mini Wheats Bite Size "or equal"	70 CT. Kelloggs	19140	25.85	25	646.25
104	Granola with Raisins			NO BID	25	0
105	Low Fat Granola with Raisins "or equal"			NO BID	25	0
106	Honey Crunch Corn Flakes "or equal"			NO BID	25	0
<b>Kelloggs "or equal" - Cereal Bar</b>						
107	Apple Cinnamon Nutri-Grain "or equal"	90/1.3 OZ. Bake Crafters	11973	26.29	25	657.25
108	Blueberry Nutri-Grain "or equal"	90/1.3 OZ. Bake Crafters	11975	26.29	25	657.25
109	Raspberry Nutri-Grain "or equal"	48/1.3 OZ. Kelloggs	00814	20.33	25	508.25
110	Strawberry Nutri-Grain "or equal"	90/1.3 OZ. Bake Crafters	11974	26.29	25	657.25
111	Cherry Nutri-Grain "or equal"			NO BID	25	0
<b>Kelloggs "or equal" - Self Serve Bowls</b>						
112	Corn Flakes "or equal"	96 CT. Malt-O-Meal	15310	19.00	100	1900.00
113	Rice Krispies "or equal"	96 CT. Malt-O-Meal	15326	19.00	100	1900.00
114	Complete Wheat Bran Flakes "or equal"	96 CT. Gilster	15303	20.25	50	1012.50
115	Raisin Bran Crunch "or equal"	96 CT. Malt-O-Meal	18708	19.00	35	665.00
116	Corn Pops "or equal"	96 CT. Gilster	19126	20.25	25	506.25
117	Cocoa Krispies "or equal"	96 CT. Malt-O-Meal	15309	19.00	25	475.00
118	Smacks "or equal"			NO BID	25	0
119	Frosted Flakes "or equal"	96 CT. Malt-O-Meal	15322	19.00	25	475.00
120	Special K "or equal"	96 CT. Kelloggs	00639	28.24	50	1412.00
121	Fruit Loops "or equal"	96 CT. Kelloggs	19131	19.00	25	475.00
122	Product 19 "or equal"			NO BID	100	0
123	Cruncheros "or equal"	96 CT. Malt-O-Meal	15307	19.00	25	475.00
124	Apple Jacks "or equal"	96 CT. Malt-O-Meal	15284	19.00	25	475.00
125	Crispix "or equal"	96 CT. Kelloggs	19147	28.24	25	706.00
126	Frosted Mini Wheats Bite Size "or equal"	96 CT. Gilster	17174	20.50	25	512.50
127	Honey Crunch Corn Flakes "or equal"			NO BID	25	0
<b>Hot Cereal 12/28 oz.</b>						
128	Cream of Wheat (Quick) "or equal"	12/28 OZ. Gilster	00797	16.68	120	3336.00
129	Cream of Rice (Quick) "or equal"	12/28 OZ. Homestate	19148	33.43	120	4011.60
130	Cocoa Wheat (Quick) "or equal"	12/28 OZ. Malt-O-Meal	00801	38.50	120	4620.00
131	Quick Oats "or equal"	12/42 OZ. Malt-O-Meal	00807	24.75	120	2970.00
132	Quaker Baked Apple "or equal"	48 CT. Malt-O-Meal	99999	10.40	120	1248.00
133	Quaker Brown Sugar & Cinnamon "or equal"	96 CT. Malt-O-Meal	19150	14.92	120	1790.40
134	Quaker Assorted Flavor Pouches "or equal"	96 CT. Malt-O-Meal	99999	14.92	120	1790.40
<b>MISC</b>						
135	Hospitality Bran Flakes "or equal"	4/35 OZ. Gilster	16488	14.08	120	1689.60
<b>Grand Total (Not Including Shipping)</b>						<b>\$</b>
Minimum Shipment for free delivery (Must be at least \$300.00)						
Minimum Shipment accepted (Agency pays shipping)						
<b>Contract Contact Information:</b>						
Contact: <u>Darla Tenney</u>						
Telephone: <u>(304) 566-4719</u>						
Toll Free: <u>(800) 352-3879</u>						
Fax: <u>(304) 566-4719</u>						
Email: <u>dttenney@afwendling.com</u>						
Date: <u>4/18/12</u>						
Authorized Signature: <u>[Signature]</u>						Date: <u>4-18-12</u>

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: AF Wendling, Inc.

Authorized Signature: [Signature] Date: 4/18/12

State of WV

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of April, 2012

My Commission expires April 2, 2020.

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: AF Wendling, Inc.  
Date: 4/18/12

Signed: [Signature]  
Title: President

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