



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

Request for Quotation

BFO NUMBER
DNR211172

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Comade, Inc.

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 04/14/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		954-05-11-500	\$141.54	\$101,791.83
<p>BED SHEETS AND TOWELS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE LINENS AND TOWELS TO THE AGENCY.</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 04/27/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

RECEIVED
 2011 MAY 24 AM 10:01
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 714-389-9600	DATE 05/23/2011
TITLE SALES MANAGER	FEIN 33-1013311	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).



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 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: **05/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 714-389-9600	DATE 05/23/2011
TITLE SALES MANAGER	FEIN 33-1013311	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 714-389-9600	DATE 05/23/2011	
TITLE SALES MANAGER	FEIN 33-1013311	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: **05/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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.: DNR211172</p> <p>BID OPENING DATE: 05/24/2011</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:</p> <p>----- 714-389-9696 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- DENIZ ERDINC -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 714-389-9600	DATE 05/23/2011
TITLE SALES MANAGER	FEIN 33-1013311	ADDRESS CHANGES TO BE NOTED ABOVE

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

DNR211172
West Virginia State Parks
Guest Room Hospitality Items
Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase of hospitality items for its lodge and cabin guest rooms throughout the park system. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the line item price. Delivery must be made within thirty (30) days of purchase order award. The award may be split if it is in the best interest of West Virginia Division of Natural Resources.

General Specifications:

Guest room hospitality items must be manufactured for commercial contract hospitality use. All items must be new.

Information for Bidders:

Bidders must submit a unit price bid for each item to furnish as specified.

Vendor must coordinate shipping and receiving with the West Virginia Division of Natural Resources, park specific to each order. Vendor must notify the park not less than seventy-two (72) hours in advance as to the exact date and time of delivery.

Damaged Items:

All items will be inspected by the park superintendent, or their representative, subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be replaced at no additional expense to the park.

General Specifications Sheets and Pillowcases:

Minimum 300 thread count 60/40% cotton/polyester linen sheets. Sheets must have a minimum 2" hem. Color of sheets must be white unless otherwise specified and if specified bidder must provide color options from manufacturer's standard color choices. Sheets must meet or exceed the following minimum specifications:

King fitted sheet: 78" X 80" X 15". 60/40% Cotton/Polyester. T300
Measurement and thread count must be equal or higher

King flat sheet: 108" X 115". 60/40% Cotton/Polyester. T300
Measurement and thread count must be equal or higher

Queen fitted sheet. 60" X 80" X 15". 60/40% Cotton/Polyester. T300.

Measurement and thread count must be equal or higher.

Queen flat sheet. 90" X 115". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher

General Specifications Sheets and Pillowcases con't:

Full fitted sheet. 54" X 80" X 15". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher.

Full flat sheet. 81" X 115". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher

Twin fitted sheet. 39" X 80" X 15". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher.

Twin flat sheet. 66" X 115". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher.

Pillow case. Standard. 42" X 36". 60/40% Cotton/Polyester. T300.
Measurement and thread count must be equal or higher

General Specifications Towels:

Micro cotton towel, jacquard check pattern or equal. Towels must be 100% long staple cotton. Color of towels must be white unless otherwise specified and if specified bidder must provide color options from manufacturer's standard color choices. Towels must to be provided in the following minimum specifications:

Micro cotton towel bath towel with minimum specifications 27"W X 54"D

Micro cotton towel hand towel with minimum specifications 16"W X 20"D

Micro cotton towel wash cloth with minimum specifications 13"W X 13"D

Micro cotton towel bath sheet with minimum specifications 30"W X 60"D

Windowpane two-tone plaid design kitchen towels with minimum specifications
15"W X 25"D

Windowpane two-tone plaid design dish cloth with minimum specifications
12"W X 12"D

Other Government Bodies:

Unless otherwise stated in the response, the vendor agrees to extend the same prices, terms and conditions to other government bodies. If the vendor does not wish to extend the same prices, terms and conditions to other government entities, it should be clearly stated in the response to such refusal. Such refusal shall not prejudice the award of this contract in any way.

Warranty:

All guest room hospitality items must be guaranteed to be free of defects in workmanship. Manufacturer warranties shall apply to all items.

**West Virginia State Parks
Guest Room Hospitality Items
Open End Contract
Pricing Sheet**

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	100	STANDARD TEXTILES #0124100 - 78X80X14 RING SPUN COTTON King fitted sheet: 78 X 80 X 15 , 60/40 Cotton/Polyester, T300 Measurement and thread count must be equal or higher. 70/30 COTTON/POLYESTER	\$18.55	\$1,855.00
2	100	STANDARD TEXTILES # 01213000 RING SPUN COTTON King flat sheet: 108 X 115 , 60/40 Cotton/Polyester, T300 70/30 Measurement and thread count must be equal or higher. COTTON/POLYESTER	\$17.66	\$1,766.00
3	351	STANDARD TEXTILES 01243000 - 60X80X14 RING SPUN COTTON Queen fitted sheet. 60 X 80 X 15 , 60/40 Cotton/Polyester, T300. 70/30 Measurement and thread count must equal or higher. COTTON/POLYESTER	\$16.41	\$5,759.91
4	351	STANDARD TEXTILES 01215000 - RING SPUN COTTON Queen flat sheet. 90 X 115 , 60/40 Cotton/Polyester, T300. 70/30 Measurement and thread count must be equal or higher. COTTON/POLYESTER	\$14.36	\$5,040.36
5	45	STANDARD TEXTILES 01246000 - 54X80X14 - RING SPUN COTTON Full fitted sheet. 54 X 80 X 15 , 60/40 Cotton/Polyester, T300. 70/30 Measurement and thread count must be equal or higher. COTTON/POLYESTER	\$12.23	\$ 550.35
6	1161	STANDARD TEXTILES 01216000 - RING SPUN COTTON Full flat sheet. 81 X 115 , 60/40 Cotton/Polyester, T300. 70/30 Measurement and thread count must be equal or higher. COTTON/POLYESTER	\$11.76	\$13,653.36
7	495	STANDARD TEXTILES 01247000 - 39X80X14 - RING SPUN COTTON Twin fitted sheet. 39 X 80 X 15 , 60/40 Cotton/Polyester, T300. 70/30 Measurement and thread count must be equal or higher. COTTON/POLYESTER	\$13.50	\$6,682.50
8	1845	STANDARD TEXTILES 01217000 - RING SPUN COTTON Twin flat sheet. 66 X 115 , 60/40 Cotton/Polyester, T300. Measurement and thread count must be equal or higher.	\$11.99	\$22,121.55
9	2610	STANDARD TEXTILES 01270300, 70/30 COTTON/POLYESTER Pillow case. Standard. 42 X 36 ". 60/40 Cotton/Polyester, T300. Measurement and thread count must be equal or higher. RING SPUN COTTON	\$ 2.41	\$6,290.10
10	2610	STANDARD TEXTILES 46311100 - 15 LB/DOZ. -100 % COTTON-RING SPUN COTTON LOOP YARNS-ROOM READY DOBBY BORDERS Micro cotton towel bath towel with minimum specifications 27"W X 54"D	\$ 7.94	\$20,723.40
11	2610	STANDARD TEXTILES 46319100-16X27-100 % COTTON RING SPUN COTTON LOOP YARNS-ROOM READY-DOBBY BORDER Micro cotton towel hand towel with minimum specifications 16"W X 20"D	\$ 1.93	\$5,037.30
12	2610	STANDARD TEXTILES 46316100, RING SPUN COTTON LOOP YARNS-100 % COTTON-ROOM READY, DOBBY BORDER Micro cotton towel wash cloth with minimum specifications 13" W X 13" D	\$ 1.08	\$2,818.80
13	810	STANDARD TEXTILES 46308100-35X68-100 % COTTON RING SPUN COTTON LOOP YARN-ROOM READY-DOBBY BORDER Micro cotton towel bath sheet with minimum specifications 30"W X 60" D	\$11.72	\$9,493.20
14	1134	Windowpane two-tone plaid design kitchen towels with minimum specifications 15"W X 25"D	NO BID	NO BID
15	1134	Windowpane two-tone plaid design dish cloth with minimum specifications 12"W X 12"D	NO BID	NO BID
		TOTALS	\$141.54	\$101,791.83

The quantities listed above are for bid evaluation
purposes only. Actual quantities may differ.



Comade, Inc.
Executed June 11, 2010

Corporate Resolution: 10:015
Title: Combined Corporate Binding
& Preference Reciprocity

HEREBY RESOLVED (Corporate Binding):

The undersigned Corporate Officer of **Comade, Inc.**, by order of unanimous voting quorum of the elected Board of Directors acting on behalf of the Company appoint the following. The positions identified below have the authority to bind **Comade, Inc.** in the execution of documents of bids, contracts, and solicitations, and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying approving, confirming, and accepting each and every such act performed by said agent acting on behalf of the company.

Corporate Officer –
Chief Executive, President, Vice President, Secretary, Treasurer
Project Manager
Contract Administrator

HERBEY RESOLVED (Preference Reciprocity):

Comade, Inc. is considered a small business by US Federal business size standards – less than 100 employees.

Comade, Inc. being domiciled in the State of California (Corporation #2419853), County of Orange, City of Irvine (license #00049610), is NOT certified with the State of California, County of Orange, or the City of Irvine as a small business. We do not singularly qualify, participate, or benefit from any known State, County, or City sponsored entitlement program offered for small business. Moreover, we do not qualify for small business certification based average annual revenue requirements.

Comade, Inc. does not intend singular corporate participation in California certified small business preference. This resolution is specifically stated to avoid reciprocity with other states and agencies with whom we do or might offer services.

Submitted:

A handwritten signature in black ink, appearing to read "Chris Schaller", written over a horizontal line.

Chris Schaller
Chairman of the Board
& Chief Executive Officer

Comade, Inc.
17915 Sky Park Circle, Suite B
Irvine, CA 92614

949-474-0160
Fax: 949-474-0161
www.comade.com

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.

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: COMADE, INC.

Authorized Signature: *[Signature]* Date: 05/23/2011

State of CA

County of ORANGE, to-wit:

Taken, subscribed, and sworn to before me this 23RD day of MAY, 2011.

My Commission expires December 5, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

