



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

**Request for
 Quotation**

RFO NUMBER
DNR212120

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**INDEXX INC.
 303 HAYWOOD ROAD
 GREENVILLE, SC 29607**

**DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES**

**219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245**

DATE PRINTED 03/01/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/03/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-30	<i>\$1,100 per M</i>	<i>\$24,200.00</i>
<p>OFFSET PRINTING (UP TO 17 IN. X 22 IN.)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE PRINTING OF THE 2013 WEST VIRGINIA WILDLIFE CALENDAR 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 OF VIA FAX AT 304-558-4115, DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/13/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM 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 BY THE STATE OF WEST</p>						

RECEIVED
2012 APR -2 AM 9:48
**WV PURCHASING
 DIVISION**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Elizabeth G. DeBoach* TELEPHONE **803-318-8328** DATE **March 27, 2012**

TITLE **Sales Associate** FEIN **57-0965700** 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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2

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

VENDOR

RFQ COPY
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SHIP TO

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES
 219/250 WARD ROAD
 ELKINS, WV
 26241
 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/01/2012				

BID OPENING DATE: 04/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Elizabeth Gidenbach</i>	803-318-8328	March 27, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Associate	57-0965700	

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



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 WILDLIFE RESOURCES

 219/250 WARD ROAD
 ELKINS, WV
 26241
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DATE PRINTED 03/01/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/03/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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. 01/17/2012</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.: DNR212120</p> <p>BID OPENING DATE: 04/03/2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Elizabeth G. DeLoach</i>	TELEPHONE 803-318-8328	DATE March 20, 2012
TITLE <i>Sales Associate</i>	FEIN 57-0965700	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
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 Charleston, WV 25305-0130

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 WILDLIFE RESOURCES
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DATE PRINTED 03/01/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/03/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 803-787-6713 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Elizabeth deLoach -----						
***** THIS IS THE END OF RFQ DNR212120 ***** TOTAL:						<u>\$24,200.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Elizabeth G deLoach</i>	TELEPHONE 803-318-8328	DATE march 27 2012
TITLE Sales Associate	FEIN 57-0969700	ADDRESS CHANGES TO BE NOTED ABOVE

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

2/6/12

OPEN-END CONTRACT FOR WV WILDLIFE CALENDAR**SPECIFICATIONS**

TITLE: West Virginia Division of Natural Resources Wildlife Calendar

FREQUENCY OF ORDERS: One initial printing with optional reprints as needed.

QUANTITY: 22,000

Optional reprints as needed according to specifications.

TYPE OF PUBLICATION:

Cover and inside pages: Full-color offset process printing hanging wall calendar, bindery and folds as per specifications. Printed 2 sides and bleed all sides. Order form insert pages bound in as center spread, printed in two colors, no bleed, vertical and horizontal perforations.

ORDER FORM INSERTS:

Order form inserts for ordering the current WV Wildlife Calendar and for the next year's calendar will be bound to calendar as center-page spread. Printing will be on one side and perforated for tear out.

PAPER STOCK:

Cover: 100 lb. #2 Coated Cover Bright Enamel - White

Inside pages: 100 lb. #2 Coated Text Bright Enamel - White

Order Form Insert Pages: 50 lb. #2 white offset uncoated

PLATFORMS:

Vendor must be able to accept files for final production from the following platforms:

Media - DVD or vendor FTP site.

Software – PC Format Adobe InDesign CS4 or current version and Adobe Acrobat (.pdf). (Vendor is responsible for converting files to other formats if needed for final production.)

ELECTRONIC PREPRESS:

Preflight: Prior to image processing, the vendor shall perform a basic preflight of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to the ordering agency immediately. The vendor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being used to insure press readiness.

2/6/12

PROOFS - VENDOR MUST PROVIDE:

Final Publication: One set of digital color proofs (contract-grade press proof or press-match print) with critical color and registration - must be press-match quality. One composite printout folded and trimmed to size.

Vendor Correction: If proof is not of the quality of previously printed calendars, art does not match supplied proof, or error occurs by vendor in output of proof, WV Wildlife agency may request a revised corrected proof from vendor at no charge to WV Wildlife.

WV Wildlife Agency Alterations: Text or graphic changes to original supplied files may be requested by the WV Wildlife agency at time of proofing. An hourly charge may be applied by vendor to correct file, but vendor must notify WV Wildlife agency before applying charge and making change.

All changes must be made within 3 business days of notification of change.

The vendor must not print order prior to receipt of an "OK to Print" by the West Virginia Wildlife Resources Section appointed designee.

The final product must match approved proof.

Reprint Proofs: A waiver of proof may be allowed by the ordering agency on reprints of the order upon the guarantee of the vendor to provide an exact reprint with same quality and style of previous order.

BINDERY:

14" x 22" flat folded to 14" X 11" saddle stitch along 14" side with 2 heavy-gauge wire staples. Round-hole punch one 3/16" round hole for wall hanging in top border of color print, 1/2" from front trim and centered head to foot through entire calendar.

DELIVERY SCHEDULE

Calendar: Final Calendar must be printed and delivered within 25 business days from date of receipt of art files. This time frame includes one round of proofs (if proofs are unsatisfactory, vendor must provide a second round of proofs). First proof must be delivered to ordering agency within 5 business days of receipt of art files. Ordering agency will promptly review proof and return via UPS next day air.

Reprint Orders: 20 calendar days from date of receipt of purchase order.

The ship/deliver date indicated on the contract release order is the date product must be delivered to the specified destination.

SHIPPING:

Calendars to be shipped banded to wood pallets suitable for handling with a fork lift. No more than 40 cartons of calendars per pallet. Overloading of pallets will result in refusal of shipment. Calendars must be packed 50 Calendars per carton. Cartons must meet the stress strength of 200 psi. Identification labels must be affixed to the ends of each carton as

2/6/12

to quantity and content per carton. Cartons must contain equal quantities unless specified otherwise on purchase order.

F.O.B. Destination. Calendars to be shipped to:
WV Division of Natural Resources
Wildlife Resources Section
Ward Road, Route 219/250 South
Elkins, WV 26241

Vendor must deliver 5 samples to WV Department of Commerce, 90 MacCorkle Avenue, SW, South Charleston, WV 25303.

Before delivery is made, vendor or delivery agent must contact WV Wildlife Resources Section at least 24 hours in advance to make arrangement for acceptance of order and verify delivery address. Number of boxes/skids must be known at time of call.

Deliveries will be accepted between 8 a.m. and 4 p.m. Monday through Friday with no deliveries on Holidays or weekends, unless specified otherwise.

MATERIAL STORAGE AND RETURN: Upon completion of order, all electronic media, proofs and other material is to be returned to WV Division of Natural Resources or ordering agency, via company representative or registered mail before payment will be processed. All material is the property of State of West Virginia and must be returned to the ordering agency within 14 days of completion of project or upon termination of contract. All expenses incidental to returning materials, submitting proofs and furnishing samples must be borne by the vendor.

SPECIAL INSTRUCTIONS:

Failure to meet printing quality (improper registration, incorrect paper, smudged printing, off-color match, misplaced images, improper trim, etc.), materials or specifications, etc., is justification for cancellation or refusal of the order.

Failure to meet delivery deadline will result in a \$100.00 total liquidated damage per day. All vendors bidding on this assume this responsibility.

Failure to meet delivery deadline on more than one occasion, without justification of circumstances beyond the vendor's control, i.e. paper shortage, labor strikes, etc., is justification for cancellation or refusal of order or contract.

No spoils will be accepted as part of delivery volume.
Overruns will be accepted but under no circumstances will overruns be paid for.
Under no circumstances can the approved vendor use this publication for gain.
All publications are property of the state of West Virginia.

2/6/12

Successful vendor is to contact the WV Department of Commerce ordering agency contact immediately upon receipt of release order to discuss technicalities of job and to verify receipt of order.

The above specifications apply to all sections of this contract.

Rev. 1/5/12

WEST VIRGINIA WILDLIFE CALENDAR
PRICING PAGE

PRODUCT DESCRIPTION

14" X 22" calendar (28 pages + 4 covers + 4 order form pages = 36 pages)

DELIVERY REQUIREMENTS

Final calendars must be printed and delivered within 25 business days from date of receipt of art files.

NOTE: TOTAL BID MUST INCLUDE DELIVERY COSTS

<u>Quantity</u>	<u>Description</u>	<u>Price per 1,000</u>	<u>Amount total</u>
22,000	2013 West Virginia Wildlife calendar	\$ <u>1,100.00</u>	\$ <u>24,200.00</u>

REPRINTS

Cost of reprints of completed calendars:

1,000 calendars	\$ <u>4,585.00</u>	\$ <u>4,585.00</u>
2,500 calendars	\$ <u>2,466.00</u>	\$ <u>6,165.00</u>

Hourly rate for alterations requested as a result of customer error \$ 85.00/hr

Bid Scenario:

For bid evaluation purposes only, the vendor is asked to submit a quote on the following hypothetical scenario.

22,000 WV Wildlife Calendars	\$ <u>24,200.00</u>
2,500 Calendar reprints	\$ <u>6,165.00</u>
Charge for 2 hours of changes due to customer alterations	\$ <u>170.00</u>
TOTAL BID:	\$ <u>30,535.00</u>

Quantities listed are for evaluation purposes only. Actual quantities may vary.

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 SIGNATUREVendor's Name: Indeck, Inc.Authorized Signature: Elizabeth G. GlodachDate: March 29th 2012State of South CarolinaCounty of Greenville, to-wit:Taken, subscribed, and sworn to before me this 28 day of March, 2012My Commission expires Dec 13, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

Richard Bowen