



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

LABSUP12

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

\*317152353 815-385-5200

W NUHSBAUM INC  
760 RIDGEVIEW DR

MCHENRY IL 60050

VARIOUS AGENCY LOCALES  
AS INDICATED BELOW

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2012				

BID OPENING DATE: 05/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA, ALL AGENCIES AND POLITICAL SUB-DIVISIONS REQUEST A QUOTE FOR A STATEWIDE OPEN-END CONTRACT FOR LABORATORY SUPPLIES.						
**BID OPENING DATE: MAY 10, 2012 AT 1:30 PM						
LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
RECEIVED APR 13 2012						
0001	1	EA		175-00-00-001		
SUPPLIES: LAB (GLASS/PLASTICWARE, CHEMICALS, ETC.)						
SHIP TO : ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER						
LABORATORY SUPPLIES PER THE ATTACHED SPECIFICATIONS AND COST SHEET.						
ATTACHMENTS: LAB SUPPLIES - SPECIFICATIONS LABSUP12 - COST SHEET						

NO BID

RECEIVED

2012 APR 19 AM 10:06

WV PURCHASING  
DIVISION

SIGNATURE		TELEPHONE		DATE
TITLE		FEIN		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.

### 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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04/10/2012						
BID OPENING DATE: 05/10/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING AFFIDAVIT						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
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.						
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.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>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 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>**A COURTESY COPY WOULD BE APPRECIATED.</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: TARA LYLE/FILE 32</p> <p>RFQ. NO.: LABSUP12</p> <p>BID OPENING DATE: MAY 10, 2012</p> <p>BID OPENING TIME: 1:30 PM</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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05/10/2012

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: -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
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.						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,						

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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.						
REV. 3/88						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/24/2012. 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:  TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: (304) 558-4115 E-MAIL: TARA.L.LYLE@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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***** THIS IS THE END OF RFQ LABSUP12 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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**LABSUP12**

**I. PURPOSE AND SCOPE:**

The West Virginia Department of Administration, Purchasing Division, is soliciting bids to establish a statewide contract for lab supplies. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue of lab supplies for all types of research and clinical laboratories. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

**II. DEFINITIONS:**

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means any public entity seeking to procure Eligible Items under this Contract.
2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor intends to sell under this Contract.
3. "Contract" means the binding agreement that is entered into between the Purchasing Division and the Vendor to provide the Eligible Items as specified herein.
4. "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalogue price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.
5. "Eligible Item" means any lab supply item, other than gloves which are specifically excluded from this Contract, included in the Catalogue that will cost the State of West Virginia \$1,000 or less per item once the discount percentage has been applied. Examples of Eligible Items include glassware, plastic ware, chemicals, measuring devices, etc.
6. "Pricing Pages" means the schedule of prices, discount percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
7. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
8. "RFQ" means the official RFQ published by the Purchasing Division and identified as LABSUP12.

LABSUP12

9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
10. "Vendor" or "Vendors" means the successful bidder(s).

**III. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE**

1. **Contract Award:** The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Page based on the Catalogue price of those items and the single percentage discount applied.
2. **Percentage Discount:** Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract. The Purchasing Division reserves the right to reject any or all bids if the discount percentage quoted is not sufficient to justify, in its sole discretion, a statewide contract.
3. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting Catalogue prices, the discount percentage, Discounted Unit Prices, totals, and all other information requested thereon. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the most frequently purchased items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

The Discounted Unit Price lists in the Pricing Pages must be the final price that will be charged to an Agency. Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Tara.L.Lyle@wv.gov](mailto:Tara.L.Lyle@wv.gov).

**LABSUP12**

4. **Catalogue:** Vendor must submit its Catalogues prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue to any Agency desiring to use this contract free of charge. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

The Catalogue may be updated at renewal, but any such renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

**IV. ORDERING AND PAYMENT**

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card.

LABSUP12

V. DELIVERY AND RETURN

1. **Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:

(a) Cancellation of the delayed order, and

(b) Obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the State Purchasing Division, if applicable.

3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced with acceptable equipment or supplies, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
5. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.



LABSUP12

VI. MISCELLANEOUS

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Pricing:** The terms, conditions and pricing shall be firm for the life of the contract.
3. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
4. **Reports:** Vendor shall, upon request, provide quarterly reports and annual summaries to the Purchasing Division showing items purchased, quantities of items purchased, total dollar value of the items purchased and Agencies (including political subdivisions) which have used this Contract. Vendor shall also provide reports, upon request, showing the top 50 items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
5. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
6. **Mandatory Requirements:** The terms "must", "will", "shall", "minimum" "maximum" or "is/are" required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the possible disqualification of the bid.

## LABSUP12

Line	Part #	Description	Unit of Measure	Qty Shp'd	Net Unit Price	Catalog Price	% Discount from Catalog	Identifiable Categories
1	C006T94	ACETONE 4L UN1090-3	EA	4				
2	2903H07	ACTIVATE SPRAYER + 6 CARTS PR ORM-D	PR	2				
3	C010Q77	AGAR NOBLE 100G	EA	2				
4	2902G05	ALCONOX. 4 LB. BX	BX	8				
5	C030R32	Ammonium Hydroxide (28.0-30.0% as NH...) 500 mL AR®	BT	2				
6	1251H08	AUTOCLAVE TAPE 1/2" x 60 YD	CS	2				
7	1304F50	BAG 4 MIL.152 X 254.PK 100	CS	2				
8	1303N28	BAG WHRLPK FLTR 7.5X12IN BX250	BX	4				
9	1230Y87	BAGS BIOHAZARD AUTOCLAVE RED 8x12 CS200	CS	6				
10	1228X76	BATTERY OVATION	EA	16				
11	5663F41	BEADS GLASS 5MM.1-LB-CS	CS	2				
12	4429G20	BEAKER FAT/OIL EXTRACTOR 100ML PK6	PK	4				
13	1235C70	BENCH/PORT CONDUCTIVITY METER	EA	2				
14	9338E70	BIG DIGIT THERMOMETER	EA	8				
15	7230R76	Bod Probe 5010	EA	2				
16	1232W53	BOEKEL SLIDE CABINET 21X17X6	EA	4				
17	1729B40	BOTTLE 5 GALLON. CS 1 16	CS	6				
18	1764J40	BOTTLE DROPPER CLEAR 2OZ CS24	CS	2				
19	1758G49	BOTTLE SPRAYER 22OZ	CS	2				
20	1717000	BOTTLE WM LDPE 125ML PK12	CS	4				
21	1717V08	BOTTLE WM PP 30ML PK12	CS	8				
22	1720R18	BOTTLE WM SQUAR PP 1000ML PK6	CS	8				
23	7755R36	BOTTLETOP BURET 50ML	EA	2				
24	1709A73	BR AMB GL BOT 8OZ 250ML 24414 CS12	CS	4				
25	C000N64	Bromothymol Blue Indicator, 0.04%,500mL	EA	2				
26	1701F65	BTL LDPE NRW.MTH 500ML.PK.12	PK	2				
27	4120G23	BUFFER SOLUTN PH7.1QT(950ML)	EA	2				
28	C121A05	BUFFERED PEPTONE WATER 500G	EA	4				
29	4120G62	BUFR PH7 COLOR-CODE 1GAL	EA	4				
30	4120G70	BUFR PH10 COLOR-CODE 1GAL	EA	4				

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31	1951F15	BULB 11X6MM PK12	PK	24				
32	1951F25	BULB 13X6MM PK12	PK	4				
33	2714S07	CAP SCRWTP PR-SLITPTFE B PK100	PK	6				
34	1753F80	CARBOY W/SPIGOT 5L	EA	4				
35	8495V17	CELL 340-750NM 4.5ML PK 100	CS	2				
36	2594G50	CENTRIFUGE TUBE 15 ML.CS 125	CS	4				
37	2610L45	CENTRIFUGE TUBE POLYSTYRN 15ML CS500	CS	4				
38	2610L52	CENTRIFUGE TUBE PP 50ML CS500	CS	4				
39	2713Q89	CG COLUMN DB-1701 25MMX30	EA	2				
40	2904A20	CHEESECLOTH WIPE BX120	BX	2				
41	C180N07	CHLORIDE STD 1000PPM 500ML	EA	2				
42	C184E68	CHLOROFORM MCB/EM CX1054. 4L UN1888-6.1	CS	2				
43	2715H32	CI FILMNT THE 5973 MSD 2/PK	EA	4				
44	2848Y40	CLAMP PINCH 1/4-7/16 PK12	PK	2				
45	2702A41	CLEAR HR VIAL 30UL PK 100	PK	4				
46	1223K14	ClickSeal Centrifuge Tube 0.65ml Blue	CS	2				
47	9853Q02	COLIFORM SAMPLE CONTAINER, STERILE WITH SODIUM THI	CS	4				
48	3239M50	COND. ONE-SHOT 10 MS PK.6	PK	6				
49	3239M55	COND. ONE-SHOT 100 MS PK.6	PK	6				
50	2714M52	CONICAL GLASS INSERT PK100	PK	8				
51	3274F26	CORK XXXX SIZE 2. CT.500	CT	2				
52	3320C62	CRUCIBLE 40 ML 0.6 MM	CS	4				
53	3488N25	CULTURE DISH 100X15 CS500	CS	6				
54	9217G15	CULTURE TUBE 100X13MM CS1000	CS	2				
55	9219K13	CULTURE TUBE 75X12MM.CS500	CS	6				
56	3545G10	CYLINDER 1000 ML	CS	2				
57	2713S27	DB-5.625 30M 0.25MM 0.25UM	EA	2				
58	3752L20	DESICCANT PACK 150 MM	EA	4				
59	2902L10	DETERGENT ALCOTABS BX100	BX	2				
60	2903J48	DISCIDE GAL UN1219-3	CS	2				
61	9338E70	DISH 50X35MM 50ML.PK 6	PK	2				
62	9215F90	Disp. Centrifuge Tube, Screw Cap Closure, 15mL	CS	20				
63	8244V60	DRENCH HOSE SINGLE HEAD EA	EA	4				
64	6625B47	DUAL GOOSENECK SELFSUPT 58.4CM	EA	4				

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65	C000P59	EDTA DISODIUM SALT DIHYDRATE, 500g	EA	2				
66	4136L96	ELECRTODE FLAT SURP BNC	EA	2				
67	1235B65	ELECT GEN PURP GLASS BODY COM	EA	2				
68	4155G20	ELECTRODE EPOXY TRIODE	EA	6				
69	7732C67	EPTIP 20-300UL BULK 1000	PK	6				
70	7732C53	EPTIP 2-200UL REFILL CS 960	CS	14				
71	7732C51	EPTIP 2-200UL TRAY PK CS 480	CS	4				
72	7732C87	EPTIP 50-1000UL TRAY PCK CS480	CS	4				
73	1234K85	EPTIPS RACK ST 0.1-20UL PK960	PK	6				
74	0609P15	ETHYL ALCOHOL 95% DENATUR 20L UN1175-3	EA	2				
75	4153W50	FILLING SOLN 3M KCL PK 5X50ML	CS	2				
76	4704N10	FILTER PAPER 7 CM. PK 100	PK	16				
77	4712B30	FILTER PAPER #1 11CM PK100	PK	8				
78	4716Q25	FILTER PAPER #42 11CM PK100	PK	2				
79	0898U47	FILTER PAPER 230 PK50 12.5CM	PK	10				
80	4619B71	FILTER UNIT 150ML 0.45 UM. CS 12	CS	20				
81	4997K70	FLASK VOLUMETRIC 1000 ML	CS	2				
82	5003B18	FLASK VOLUMETRIC 10ML.CS 12	CS	2				
83	4997K76	FLASK VOLUMETRIC 2000 ML	EA	2				
84	5003B51	FLASK VOLUMETRIC 500 ML.PK 6	CS	2				
85	1233V07	FOAM EARPLUGS DECI4200 PK200	PK	2				
86	1086F40	FOIL 18 IN. X 500FT. ROLL	EA	4				
87	C001K36	FORMALIN NEUT BUFF 10% 4L	EA	14				
88	0190C20	FTA HEMAGLUTINAT BUF 1LB	EA	8				
89	1094M31	GASPAK CAMPY POUCH SYST PK 20	PK	2				
90	1094M19	GASPAK EZ C02 CTR SYST PK 20	PK	8				
91	1094L55	GASPAK INDICAT.STRIPS.PK 100	PK	2				
92	3409Y30	GENERATOR 7X195MM W/SAW TTH	EA	2				
93	5762G52	GRAM STAIN SET W/ STAB IODINE UN3316-9	CS	2				
94	C376G23	G-TUBE 2.0ML NATURAL PK.500	EA	2				
95	2591L04	G-TUBE 2.0ML NATURAL PK.500	CS	2				
96	2591L04	HCCP FREEZER THERMOMETER	PK	2				
97	9329G35	HCCP FREEZER THERMOMETER	EA	10				
98	9329G35	HEKTOEN ENTERIC AGAR 500G	EA	310				



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99	C383W70	HOTPLATE CIMAREC ALUM 120V 7X7	EA	2				
100	1233L62	ILLUMINATOR 150W MI-150 115V	EA	2				
101	6625B38	IMMERSION OIL TYPE A 1 OZ	EA	4				
102	2715N69	INERT SOURCE WASHER 5973	EA	8				
103	6705C27	INFRARED THERMOMETER GUN	EA	12				
104	1235C95	INOCULATING NEEDLE 70 MM PC1	EA	4				
105	2715H27	INSULATOR ULTRA 73	EA	4				
106	7010F80	ISOPENTYL ALCOHOL AR(ACS) 500ML UN1105-3	EA	2				
107	C419A50	ISOPROPYL ALCOHOL ACS PP 19L UN1219	EA	6				
108	C001P37	IVORY PERFORATED BOWL 3 OZ.	EA	2				
109	6277K68	KAYDRY 12X12 WIPES BX119	EA	12				
110	1225Z00	KIMTEX SHOP TOWEL 66/PK	CS	2				
111	2904D11	KIMWIPES SMALL. BX	CS	2				
112	2904F24	KIMWIPES 1PLY 12X12 BOX/196	CS	2				
113	2904F39	KIMWIPES LARGE BOX	CS	2				
114	1234Z62	LABELTAPE WHITE 1/2IN. PK 6	CS	2				
115	6258H12	LABMAT BENCH PAPER.15.2 M RL	PK	2				
116	7310W22	LABTOP COOLER JR CLR -20C 12PL	CS	2				
117	5152M18	LACTOSE BROTH 500G	EA	2				
118	C383R20	LAMP QRTZ HALGN F/3000+3200	EA	2				
119	6625B53	LAMP TUNGSTEN ASSEMBL G1315A	EA	2				
120	2715H33	LARGE WEIGH BOATS 2 PKS/500 PER CASE	EA	2				
121	9885D43	LINER TAPER GLASWL DEACT PK25	PK	2				
122	2714T27	LOLLIPOP WATERPROOF THERMOM	PK	4				
123	1235D23	LOOP HOLDER 6-IN	EA	6				
124	7011D73	LOOP HOLDER 8-IN	EA	4				
125	7011D70	LOW-JENSEN MD. DEEPS 10 PK	EA	2				
126	0195A43	MACCONKEY SORBITOL AGAR 500G	PK	2				
127	0343X85	MAGNESIUM CHLORIDE REAG 500GM	EA	2				
128	C468S48	MAYO DISSECT SCISSORS 5.5" STR	EA	2				
129	3867W60	MEDIUM WEIGH BOAT 4 PKS/500 PER CASE	EA	4				
130	9885D40	METHANOL BJ HPLC 1L UN1230	PK	10				
131	C001N75	METHANOL LC/MS REAGENT 4X4L UN1230-3	EA	2				
132	C490D66	METHANOL MCB MX485. 20 L UN1230-3	CS	2				

133	C490B20	METHYL PURPLE IND SOLN, 500ML	EA	2				
134	3241N68	METHYL RED NEUTRAL ACS R 25GM	EA	2				
135	0612A05	METHYLENE BLUE 25g	EA	4				
136	C001Z78	METHYL-T-BUTYL ETHER 1L UN2398	EA	4				
137	C001Q74	M-FC W/ROSOLIC ACID 2ML PK 50	EA	2				
138	C337C68	MIXER VORTEX GENIE 2 120 V	PK	4				
139	8294D17	Mo Bio Grade Water 5 x 200 ml	EA	2				
140	B001B09	MOLECULAR GRADE WATER 6 X 1L	PK	2				
141	B003L61	NAOH PELLETS 1KG UN1823-8	PK	2				
142	7684D05	Non-Sterile Solution Basin PVC 55ml	CT	2				
143	0144E54	ORGANIZER PH METER SMALL	EA	2				
144	4260E80	PASTEUR PIPET 5 3/4" PK250	EA	2				
145	7760B50	PCR TUBES THIN WALL 0.5ML FLT CAP PK1000	CS	4				
146	1230Z96	PETRI DISH 50X9MM W/PAD BX100	PK	2				
147	3489B66	PH BUFFER 4.0 REF STD 4L	CS	2				
148	C001R64	PH BUFFER 7.0 REF STD 4L	EA	2				
149	C001R71	PIPET CALABRATION KIT (30 TESTS)	EA	2				
150	7735E10	PIPET SERO PLAS IW 10ML CS200	EA	2				
151	1233Z97	PIPET SERO PLAS IW 25ML CS150	CS	8				
152	1233Z96	PIPET SEROL DISP 10X.1ML CS500	CS	4				
153	7553M10	PIPET TIP 1000uL FILTER STRL PK800	CS	8				
154	1233Z86	PIPT SERO PLAS BULK 10ML CS400	CS	2				
155	1233Z89	PIPT SERO PLAS BULK 25ML CS150	CS	2				
156	1233Z90	PLATES TLC GLS SI60 F254 PK25	CS	2				
157	1304L24	PLAIN ZIP BG 2MIL PK250 6X9"	CS	2				
158	1229X57	POCKET THERMOMETER 4050 EA	PK	6				
159	9329C33	POT PHOSPHATE RE MONO XT 500GM	EA	4				
160	C624W38	POT. BROMIDE MCB PX 1378. 25G	EA	4				
161	C609Q42	POTASSIUM CHLRD EA500G	EA	8				
162	0612B10	POTASSIUM PHTHALATE AR 500G	EA	2				
163	C604G60	REAGENT RESERV,50ML,WHT,PS,S,IND,1/100	EA	4				
164	0243T98	RESPK 20 200 1000 UL EP	EA	4				
165	7684D02	ROLL STOCK KAPAK 16"X125ft	CS	2				
166	1312A29	SAFETY POUCH STAND	EA	2				

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167	8945C04	SAMPLE BAG LDPE 9X13" PK 50	EA	2				
168	1251T76	SCALPEL BLADE NO. 10. PK100	CS	4				
169	3883B55	SCALPEL BLADE NO. 11. PK100	PK	2				
170	3883B59	SEPTA BLD/TMP INLT 11MM PK50	PK	2				
171	2714T63	SETTLOMETER JAR W/COVER-PC	PK	4				
172	1228A15	SHARPS COLLECTORS 8 QT CS24	EA	8				
173	8945G05	SHOE CVR SMS UV BX 100	CS	2				
174	1135C28	SIEVE 12" FH BF/SC #100	CS	2				
175	8320I40	SIEVE 12" FH BF/SC #200	EA	2				
176	8320I44	SIEVE FULL 8" SS/BRASS #8	EA	2				
177	8319Y13	SIEVE FULL 8" SS/BRASS #10	EA	2				
178	8319Y16	SIEVE FULL 8" SS/BRASS #100	EA	2				
179	8319Y61	SIEVE FULL 8" SS/BRASS #200	EA	2				
180	8319Y73	SLEEVE STERI 21.5" CS60	EA	2				
181	1135C55	SMALL HEXAGON WEIGH DISH 8 PKS/500 PER CASE	CS	2				
182	9885D55	SMALL WEIGH CANOE 12 PKS/250 PER CASE	PK	2				
183	9885E07	SOD HYDROXIDE 50% AQUEOUS 4L UN1824	PK	6				
184	C001C81	SOD.HYDROX-SOD.THIOSULF 4L UN1824-8	EA	10				
185	C716F54	SODIUM BICARBONATE RGT PO 12KG	EA	4				
186	0610L99	SODIUM BORATE SX0355-1 500G	EA	6				
187	0610M30	SODIUM CARBONATE ANHYDRO 500G	EA	2				
188	C709K05	SODIUM CHLORIDE 12KG	EA	4				
189	C710L58	SODIUM DOD.SULFATE UPR RE100G UN1325-4.1	EA	16				
190	C714F02	SODIUM HYDROXIDE ACS 12KG UN1823-8	EA	2				
191	C715N58	SODIUM HYDROXIDE PEL 500GM UN1823-8	EA	4				
192	C715N87	SODIUM SULFATE ANHY POWDE 500GM	CS	2				
193	0611P49	SODIUM SULFATE BAR PEST 500GM	EA	4				
194	C724B56	Sodium Thiosulfate 5-Hyd ACS 500 g	EA	2				
195	C998X07	SOFTCIDE PUMP 32 OZ.	EA	4				
196	2903L05	SPATULA,FLAT END/SPOON,S,IND,1/100	EA	2				
197	8339Q46	SPIN BAR ASSORT.PK 12	CS	2				
198	8608Q65	SPONGE 6-1/4X 3-3/8X1"EA	PK	2				
199	1233M32	SPONGE 6-1/4X4-1/8X1-5/8"EA	EA	50				
200	1233M34	SPRAY WASH BOTTLE 240ML PK 3	EA	4				

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201	1758G43	STAIN GRAM DECOLORIZER PK4 UN3316-9	PK	2				
202	C377E40	STEPTIP 0.5ML BX. 100	SP	2				
203	7683X50	STEPTIP ST 1.25ML BX.50	BX	2				
204	7683X74	STERIKON PLUS BIOINDICAT PK1	BX	4				
205	1232A71	Sterile culture tubes, 12x75, w/2 position cap, PS	PK	2				
206	1000B38	STIRRER S-18520 240V 8	CS	4				
207	8614R09	STOMACHER BAG BA6042 CS 250	EA	4				
208	3436B40	STOPPER 1-HOLE 11-1/2.1-LB BG	CS	2				
209	8741G26	STOPPER NEOPRENE 11. 1-LB BAG	BG	2				
210	8745H20	STOPPER ONE-HOLE 12.1-LB BAG	BG	2				
211	8741G32	SULFAMETHOXAZOL W/TRIMETH PK10	CT	2				
212	0190E079	SULFATE STANDARD 500ML	PK	2				
213	C742D20	SULFURIC ACID 0.02N 4L	EA	2				
214	C748W07	SULFURIC ACID 500ML UN1830-8	EA	2				
215	C746D50	SULFURIC ACID ACS 2.5L UN1830	EA	2				
216	C000A75	SYRINGE 1001 LTN GT 1.0ML	EA	10				
217	89290	SYRINGE 1010LTN GT 10ML	EA	2				
218	8929E09	SYRINGE 3ML 20GX1.IN. PKG100	EA	2				
219	8936H60	SYRINGE FILTER ACRODISC NYL 0.2uM CS200	CS	2				
220	1229P20	SYRINGE FILTER,25MM,0.45UM,PTFE,NS,IND,1/50	CS	2				
221	8600B27	TEST TUBE 100 X 13MM.PKG 144	CS	8				
222	9212K21	TETRATHIONATE BROTH BASE 500G	CS	2				
223	C804M25	THERMOMETERS REF/FRZ TRACEBL	EA	2				
224	9327L12	TIPS 10ML BG100	EA	40				
225	7733T99	TISAB BUFFER 3.8L	BG	20				
226	4210F40	TOWLET DISCIDE 6X6.75 CAN	CS	2				
227	2903J32	TRANSFERPETTE 0.5-10UL	EA	2				
228	7728R27	TRIS (BUFFER) BAR 500G	EA	2				
229	C833U40	TSA PLATE W/5% SB 100X10MM	EA	2				
230	1231L45	TUBE CENTRIFUGE 15mL RACK STRL BLUE CS500	PK	2				
231	1231K00	TUBING 1/2X9/8X5/16.PK10FT	CS	4				
232	9544S36	TUBING 3/16 X 1/16.50FT REEL	PK	2				
233	9519S67	TUBING 3/8 X 3/32.LGH 12 FT	RL	2				
234	9521W20	ULTRASONIC CLEANER-1510 W/DTIME HT 117V	EA	2				



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235	2890B17	UVM MODIFIED LISTERIA 500G	EA	4				
236	C858A01	VACTNR 367815 6ML RED CS1000	EA	2				
237	9668B32	VRB AGAR(VIOLET RED BILE)500GM	CS	2				
238	C863T05	WASH BOTTLE 250 ML. PK12	EA	12				
239	1227W35	WATER BATH MODEL 280 115V	PK	2				
240	9826M01	WATER EA 4L	EA	2				
241	6960A07	WELL PLT CL PS CB CS60 96	CS	2				
242	C864T84	WIPE BIO-SCREEN 16"X100' STD CS2	EA	4				
243	7310W30	XPIERCE PRE CUT VINYL STRL CS50	CS	2				
244	1230Y22	XYLOSE LYSIN DEXYCHLT USP 500GM	CS	2				

## 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_