



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
 77900048

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 MATERIALS, CONTROL, SOILS,
 & TESTING
 190 DRY BRANCH DRIVE
 CHARLESTON, WV
 25306 304-558-8984

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2009				

BID OPENING DATE: 06/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		845-63		
<p>TENSILE AND COMPRESSION TEST SYSTEM</p> <p>TO PROVIDE TENSILE AND COMPRESSION TEST SYSTEM OR EQUAL INCLUDING UPGRADE FOR EXISTING MODEL 5594 TEST SYSTEM FOR THE METALS UNIT OF MATERIAL CONTROLS, SOILS AND TESTING DIVISION. PER THE ATTACHED SPECIFICATIONS</p> <p>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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						
REV. 11/96						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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BID OPENING DATE: 06/23/2009 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: 33</p> <p>RFQ. NO.: 77900048</p> <p>EID OPENING DATE: -----</p> <p>EID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 77900048 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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The objective of the test system is to provide a much safer and easier to operate tensile and compression test instrument. Objective required would be as follows:

- Load frame to be floor mounted (no pit required) and rated to 300kN (67,500-lbs.)
- Tensile test area will be at a waist to shoulder height on a 5'9" person
- Compression test area will be at a waist to shoulder height on a 5'9" person
- Tension grips will be open front and hydraulically actuated
- Hydraulic grip actuation shall use a simple button on the grip to open and close
- Grip faces shall be easily changed using one hand.
- Grip system shall not use any filler plates
- Hydraulic grips shall support compression fixtures also rated to the capacity of the test system without removal of the grips or grip faces.
- Test opening with grips installed should provide at least 0 to 12" grip separation and prefer to have as much as 36" grip separation.
- Test opening to be adjustable using hydraulic lift and locks (no notch columns)
- Actuator stroke to be 12" to allow for greater range of test opening from a single test configuration.
- PC based servo-control of load, stress, position, and strain.
- Test operation panel with "emergency stop" having a fixed mount at the test frame (magnetic or other temporary mounting will not be acceptable)
- Test operation panel with a fixed mount for adjusting actuator position, test opening, as well as start and stop of test.
- System will work with the current PS5M and B3M extensometers at WVDOH

The following are desired but not required:

- Foot print of load frame, pump and controller to be 36" wide x 36" deep. PC stand can be separate.
- PC interface to controller to be Ethernet or a common commercial interface and not a proprietary card that will be used inside the PC.

Model 300LX Hydraulic Universal Testing Machine with hydraulically adjustable & clamping crosshead and smooth columns

- Capacity 300 kN (30,000 kgs, 67,500 lbs)
- Maximum test speed: 152 mm/min (6 in/min)
- Maximum adjusting speed: 152 mm/min (6 in/min)
- Horizontal opening (between columns): 508 mm (20 in)
- Actuator:
 - Stroke: 305 mm (12 in)
 - Bore diameter: 127 mm (5 in)
 - Rod diameter: 76 mm (3 in)
 - Adapting Thread: Female M48 x 2 Left Hand x 76 mm

- (3 in) deep
- Chrome plated 76 mm (3 in) diameter smooth columns (no fixed notch positions)
- Loadcell fitting: Type II female (M48 Left Hand threaded hole) or 6 x M10 on 100 mm BCD or 6 x M20 on 150 mm BCD
- Overall Floor Space area: 930 x 753 mm (36.625 x 29.625 in)

Configuration Note:

Selection of a -J3* Test Opening is required

Test Opening, extended 915 mm (36 in)

- Tension / Compression opening, measured between bottom of load cell and top of actuator:
 - Maximum: 1861 mm (73.25 in) without fixtures
 - Minimum: 0 mm (0 in) without fixtures
 - Minimum achievable with removal of lift rod extensions
- Maximum Machine Height: 3380 mm (133 in)
- Nominal Net Weight: 1110 kgs (2450 lbs)
- Shipping Weights & Dimensions L x W x H: 3760 x 1195 x 840 mm (148 x 47 x 33 in) at 1452 kgs (3200 lbs)

IS02 servo control electronics

Actuator Position / Speed Measurement (Standard resolution)

Digital quadrature transducer, mounted coaxial with the actuator rod, provides highly accurate position feedback and unsurpassed reliability.

- 0.00635 mm (0.00025 in) resolution
- Position accuracy is +/- 1% or 0.254 mm (0.01 in) displacement (whichever is greater)

230V±10%, 1Ph, 60 Hz, 15 Amp service required

Power cord USA-CAN 250VAC/15A. Supplied with power cord fitted with NEMA standard 15A twist lock plug, L6-15P.

I series sensor conditioner card. Provides strain conditioning and data acquisition capability for Extensometers, LVDT's strain gauges and other 0 to 10 VDC output devices. Up to two (2) optional strain cards may be added to the I series electronics.

Hydraulic Wedge Action Grips. Capacity 300 kN (67,500 lbf, 30,000 kgf)

Specimen Range:

- Flats: 0 - 60 mm thick (0 - 2.36 in) x 70 mm (2.75 in) wide
- Rounds: 3 - 45 mm (0.118 - 1.77 in) diameter

Minimum Specimen Length without the use of an extensometer is 146 mm (5.75 in)

Ambient temperature use only.

Upper and Lower Fittings: Type II RH (M48 x 2)

Weight Per Grip Body 120 kg (265 lb)

Grip Body Dimensions W x L x D: 470 x 302 x 127 mm (18.5 x 11.875 x 5 in)

Effective Length using standard threaded mounting:

Upper - 334 mm (13.2 in)

Lower - 352 mm (13.8 in)

Grip faces sold separately use: W-5181 & W-5185 series grip faces

Notes:

1) Hydraulic hoses, manifolds and mounting hardware when purchased with a new 300LX or 300KN testing system are provided. (Select mounting options corresponding to load frame and test space option of the machine grips are to be used on. Consult IPG Business team for all other applications.)

2) Note: If integrating these grips on an LX frame, the frame must be configured with a minimum of 300 mm (1 foot) of extended height in order to accommodate calibration fixtures.

Mounting for: 300LX frame with test opening, extended 305 mm (12 in)

Faces, Flat Serrated 1.25 mm pitch grooves (20 TPI), 70 mm (2.75 in) wide. Specimen Thickness: 0 - 15 mm (0 - 0.59 in)

Faces, Vee Serrated 1.25 mm pitch grooves (20 TPI).

Specimen Diameter: 5 - 15 mm (0.196 - 0.59 in)

Faces, Vee Serrated 2.5 mm pitch grooves (10 TPI).

Specimen Diameter: 15 - 30 mm (0.59 - 1.18 in)

Note: Maximum Jaw face separation for fully open-front grip loading is 23 mm (0.91 in).

Specimens of greater diameter require end loading.

HP Compaq Business Desktop dc7800 Workstation with:

- Intel™ Core 2 Duo® E6550 2.33 GHz
- 2 Ethernet ports (1 on motherboard and 1 on a PCI card)
- 1 GB DDR2 SDRAM
- 80 GB ATA hard drive
- 48 X 32 CDRW/DVD
- HP ADD2 SDVO PCIe DVI-D graphics card
- Three PCI expansion slots
- One serial port and one parallel port
- Minitower chassis
- HP standard keyboard

- HP 2-button optical scroll mouse
- Internal chassis speakers

Windows XP Professional operating system option

17 inch Flat Panel LCD Monitor

Microsoft Office XP Professional

Partner Software for Testing Machines.

Partner manages and streamlines the testing process from entering pre-test parameters to conducting a test, to result calculation, through report generation and distribution.

Common applications include tensile, compression, shear, bend, and flexure. Partner is designed for the Windows 2000 and XP operating systems and is compatible with a variety of network environments.

Partner software provides the following functionality and features:

- User-Friendly Test Wizards walk even beginning operators step-by-step through test set-up
- Seamless integration with Microsoft Office Professional
- Multimedia on-line help system educates and trains users on software operation and materials testing concepts
- True multi-tasking capability allows multiple applications to be run concurrently
- Results and data stored to Microsoft Access database for easy storage and retrieval locally or on a network
- User-definable test tags before and after the test
- Numeric test tags allow operators to change test parameters without accessing entire test procedure.
- Auto-zeroing prior to a test
- Trilingual calculations and displays in either US Customary, Metric and SI Units
- Simultaneous digital and graphical displays
- Automatic and manual plot scaling

The basic software provides the following calculations:

- Area under the curve, Linear regression, Peak, Value at Break, Value at Peak, Value at Valley, Average Value, Find Value, Incremental Change, Change, Apparent Elastic Limit, Automatic Modulus, Expression Builder, Line intersection

Servo Testing Suite - For servo-controlled testing machines featuring a 5500, 3300, 5800, MATS II Control system.

Includes:

Proof Test Wizard - Upon selection of a desired template, highly graphical Test Wizard prompts operator to enter a variety of data (such as specimen type, test speed, calculation result selection, etc.) in the appropriate sequence prior to conducting a test.

Partner Tensile Suite: A collection of Partner components for conducting Tensile Tests adhering to a wide variety of specifications. Includes Tensile Wizard, Tensile Calculation Library and Procedure Templates. Procedure Templates contain defaults for the Wizard that the user can accept and perform common Tensile Tests such as ASTM E8 and D638, or the user can override for performing custom and specialized Tensile Tests.

Includes the following tension calculation: Tensile Strength; Peak Load; Breaking Strength; Breaking Load; Total Elongation; Offset Yield; Tangent Modulus; Chord Modulus; Secant Modulus; EUL Yield; Half of the Load Yield; Reduction of Area; Proportional Limit; Maximum Elongation; Uniform Elongation, n value per ASTM E646; Uniform Elongation; Upper/Lower Yield; Yield Point Elongation; r value ASTM E517.

Partner Compression/Flexural Suite: A collection of Partner components for conducting Compression and Flexural Tests adhering to a wide variety of specifications. Includes a highly graphical Wizard which assists the user in entering the proper parameters (such as specimen type, number of test zones/speeds, calculation result selection, etc.) for conducting a Compression Test.

Includes the following:

Compression calculations: Compressive Strength, Breaking Load, Breaking Strength, Chord Modulus, Secant Modulus, Tangent Modulus, Deformation, Offset Yield, Proportional Limit, and Work.

Flex Calculations used in Flexural Testing: Modulus of Rupture; Modulus of Elasticity; Tangent Modulus; Secant Modulus; Flexural Yield Strength; Maximum Fiber Stress; and Maximum Strain.

System Installation

Installation performed by an Instron trained Service Engineer / Representative.

Depending on the system configuration, some or all of the following activities will be performed.

- Set up of load frame.
- Make all physical and electrical connections (except 3 phase power and water).
- Mount and test all peripheral fixtures and transducers.
- Install environmental chambers, advanced extensometers, etc
- Check correct operation of all hydraulic, pneumatic, mechanical assemblies.
- Check correct operation of all electrical components and transducers (calibration quoted separately).
- Configure controller and test for correct operation including all adjustments and tuning.

Force Verification, 61-300 Kip Tension or Compression

At Installation, to Instron Specifications, which exceed ASTM Specifications

Strain Verification, Static Extensometer or Deflectometer

Strain Verification, additional Static Extensometer or Deflectometer

Basic System and Software Introduction - Static Test Systems

This Introduction provides a brief overview for up to 3 operators on the supplied system.

Included in this item are:

- Safety Awareness
- General materials testing safety precautions and system safety features
- Test instrument overview including:
 - Integration and set-up of load frame and computer
 - Mounting and testing of all peripheral fixtures and transducers
 - Setup of hardware to the users immediate requirement
 - Review of the major system components
 - Powering on/off of instrument and software (if appropriate)
 - Console and software console controls
 - Calibration procedures
 - Review basic operation manual and related documentation
 - Creation if necessary, of 1 user test method to the user's requirement
 - Testing of specimens to confirm or verify test method.
 - Review of test method results
 - Review of default/standard report format

Note:

1. The above service is expected to take a maximum of 4 hours

This training includes Test Method development for up to 3 operators on the supplied equipment.

Included in this item are:

- Review user's application needs
- Creation, if necessary, and the running of up to 5 user test methods.
- Set-up of Sample and Specimen Parameters
- Set-up of test control parameters
- Results Calculations setup for applications
- Review and set-up of report templates
- Testing customer supplied specimens to validate/verify developed test methods.
- Instruction on simple modifications to Test Methods and Report Templates (if applicable)

Note:

1. This service does not include extensive method development for the Gen Test module. If this is purchased, additional onsite method development is recommended and may be required.
2. The above service is expected to take a minimum of 4 hours to a maximum of 8 hours.

First Year System Warranty

The first-year service and support agreement for this system under warranty includes the following services during the first year of ownership (see Instron Terms and Conditions for exact details, limitations and restrictions):

Technical Support: Includes the following:

- Unlimited priority telephone support during normal business
- All software updates, but not upgrades, during the agreement period
- Damaged CD replacement on warranted software

Web Support Agreement (WSA): Includes the following:

- Allows access to a restricted website under one user log-in
- FAQ's
- Technical Literature
- Priority Support web based help desk
- 2 Instron Webinars providing application or product information or assistance
- On-line access to calibration certificates
- On-line access to service history
- Software updates delivered via the web

On-site Support: Includes:

- Parts, labor and travel for repair and replacement for items that are covered under the Warranty as defined by the Instron Terms and Conditions document

Note: WSA Webinars are currently only available in English

The following is the upgrade cost for the Model 5594

Ethernet Frame interface option – OTC

Partner Software Upgrade to current version.

HP Compaq Business Desktop dc7800 Workstation with:

- Intel™ Core 2 Duo® E6550 2.33 GHz
- 2 Ethernet ports (1 on motherboard and 1 on a PCI card)
- 1 GB DDR2 SDRAM

- 80 GB ATA hard drive
- 48 X 32 CDRW/DVD
- HP ADD2 SDVO PCIe DVI-D graphics card
- Three PCI expansion slots
- One serial port and one parallel port
- Minitower chassis
- HP standard keyboard
- HP 2-button optical scroll mouse
- Internal chassis speakers

17 inch Flat Panel LCD Monitor

Microsoft Office XP Professional

Half-day (4hrs.) installation of hardware / software.

By an Instron Field Service Representative for Hardware/Software Upgrade.

New Strain Gage Extensometer Options for separate review.

Axial Strain Gage Extensometer. General purpose extensometers for axial tensile, compression and cyclic testing. May be left on through specimen failure. Quick attach kit (included) allows easy one hand mounting on specimen.

Specifications:

- * Gage Length: 2.000 in.
 - * Gage Length Accuracy: 0.002 in
 - * Strain: $\pm 10\%$
 - * Specimen sizes: Rounds 0 to 1 in (0 to 25 mm) dia.
Flats 0 to 0.5 in (0 to 12 mm) thick 1 in (25 mm) wide max.
 - * Standard Temp. Range: -40 to 210 F (-40 C to 100 C)
- Instrument supplied with Instron standard 25 pin ID connector.

Strain Verification, additional Static Extensometer

Axial Strain Gage Extensometer. General purpose extensometers for axial tensile, compression and cyclic testing. May be left on through specimen failure. Quick attach kit (included) allows easy one hand mounting on specimen.

Specifications:

- * Gage Length: 2.000 in.
- * Gage Length Accuracy: 0.002 in
- * Strain: +50 / -10%
- * Specimen sizes: Rounds 0 to 1 in (0 to 25 mm) dia.
Flats 0 to 0.5 in (0 to 12 mm) thick 1 in (25 mm) wide max.
- * Standard Temp. Range: -40 to 210 F (-40 C to 100 C)

Instrument supplied with Instron standard 25 pin ID connector.

Strain Verification, additional Static Extensometer

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

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____