



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
COR61399

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS
 617 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/01/2009				

BID OPENING DATE: **02/26/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		425-68		
ROTARY FILING SYSTEMS PROVIDE ALL LABOR, DELIVERY, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A HIGH DENSITY FILING SYSTEM FOR THE WEST VIRGINIA DIVISION OF CORRECTIONS, PER THE SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: 2/18/2009; 10:30 AM CONERSTONE BUILDING 1409 GREENBRIER STREET CHARLESTON, WV 25311 EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3						

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, this Contract may be deemed null and void, and terminated 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



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BID OPENING DATE: **02/26/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	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> <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>						

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<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: JOHN ABBOTT-----</p> <p>RFQ. NO.: COR61399-----</p> <p>BID OPENING DATE: 2/26/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ COR61399 ***** TOTAL: _____</p>						

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High Density Mechanically Assisted Movable Carriage Filing System Specifications

- **Carriages:** Shall include 5 Mechanically Movable Carriages measuring 26-3/4" wide X 144" long, 1 Mechanically Moveable Carriage measuring 14-1/2" wide X 144" long, and 1 Fixed Base Carriage (Bolted Directly to the Rail System) measuring 14-1/2" wide X 132" long: all carriages shall be 5" high rated at 1000 pounds per linear foot and formed of no less than 11 gauge steel. Sections must be fully welded. Full length drive shafts are to be included as standard on all mechanically movable carriages.
- **Gear Reduction:** #35 Roller Chain system 1:3000 - #40 Roller Chain Drive 1:1
- **Crank Handle:** 1/4" X 1" flat steel lever attached to reducing system with 2, 1/4" X 20 thread per inch screws – includes Soft Touch Rubber rotating hand grip.
- **End Frames:** Must be formed of 18 gauge steel be 26-3/4" wide X 88-3/4" high rectangular.
- **Wheel:** Double Flanged, machined steel 5" contact bearing surface 5-1/2" including flanges.
- **Wheel Shaft:** 3/4" diameter solid stress proof steel.
- **Drive Shaft:** Tubular 1.125" O.D. X .885" I.D.
- **Standard Rail:** 1.12" high X 4.56" wide X 1" solid bar stock – Rockwell Rating B95. Rail system includes ramp plates on each side of each rail full length.
- **Gaps:** 1" gap between movable carriages is standard.
- **Height:** System at its highest point will not be more than 92-3/4" from the floor.
- **Aisles:** This installation requires 2 aisle of at least 36"
- **Aisle Protect:** Each movable carriage shall be equipped with a manual carriage lock that can be engaged to prevent unwanted carriage movement. This CANNOT be a passive system.
- **Capacity:** Minimum Capacity shall be 11,600 linear filing inches.

- **File Shelving:** Shall Meet all attached SNAP LOCK SHELVING SPECIFICATIONS.
- **Security:** This system must be designed and installed such that the carriages will close together and lock with key to restrict access. The single face movable end carriage will be fully enclosed on the backside.

SNAP LOCK SHELVING SPECIFICATIONS

1.0 SCOPE

This specification establishes functional and physical characteristics for Snap Lock Cantilever Bracket Type Open Shelving.

2.0 APPLICABLE DOCUMENTS

ASTM A366 Steel, Carbon, Cold Rolled Sheet, Commercial Quality
ASTM A659 Steel, Carbon, Hot Rolled Sheet & Strip, Commercial Quality
AWS C1.1-66 Recommended Practices for Resistance Welding

3.0 REQUIREMENTS

The Snap Lock Shelving shall be a means of housing media of the following types and sizes:

Legal	14-7/8"w X 9" to 10" H
-------	------------------------

3.0.1 ASSEMBLY

Shelving shall be assembled in the field without nuts and bolts to form ranges of shelf type filing. A rubber mallet shall be a necessary tool to assist in interlocking section parts.

3.0.2 FLEXIBILITY

All parts except double face letter and legal end panels shall be designed such that they can be interchanged between wall and double-faced units.

3.0.3 LEVELING

Leveling of sections shall be accomplished by metal shim plates.

SNAP LOCK SHELVING SPECIFICATIONS

3.1 SIZES (See Figure 1)

There shall be widths of sections, 36".

There shall be heights of sections for legal media: 82-3/4"

NOTE: Canopy tops will add 13/16" to the heights listed. (Canopy Tops are an integral part of the framework and are, therefore, mandatory.)

There shall be depths: Legal (17-1/2" SF, 32-3/4" DF).

3.1.1 TYPES

There shall be two types of sections: Single Faced Wall* and Free-Standing Double Face**.

SNAP LOCK SHELVING SPECIFICATIONS

3.2 CONSTRUCTION

The basic Snap Lock sections shall be constructed of the following parts:

INITIAL SECTION		
	DOUBLE	WALL
2	2	Welded Upright
4	2	Base Bracket
	2	2 Sway Brace
1	1	Top Tie Channel
2	1	Base Shelf
1	1	Hardware Package
ADDITIONAL SECTION		
	DOUBLE	WALL
1	1	Welded Upright
2	1	Base Bracket
2	-	Sway Braces (every fourth section)
1	1	Top Tie channel
2	1	Base Shelf
	1	1 Hardware Package

In addition to the above parts, the appropriate number of adjustable shelves with brackets and adjustable dividers shall be provided.

3.2.1 UPRIGHT ASSEMBLY

The Upright Assembly shall consist of two formed channels of not less than 16 gauge (.059) steel and a web stiffener of 13 gauge (.089) steel spot welded between the upright halves, to form a completely welded column.

3.2.1.1 UPRIGHT

Each Upright shall have a row of slots spaced vertically on 1: centers on both the front and rear face. Center portion of each Upright shall be slotted to receive sway braces.

SNAP LOCK SHELVING SPECIFICATIONS

3.2.2 BASE BRACKET

Base brackets shall be made of 13 gauge (.089) steel. The bottom edge shall be formed with a 1" wide flange to distribute the weight of the upright section over a large area of the floor. The front edges of the base brackets shall have neatly angled corners. All exposed edges shall be deburred to eliminate any possibility of scuffing or tearing of the folders. The top edge of the base brackets shall be notched with such precision that this notch will engage almost perfectly with the projection on the bottom of the web stiffener.

3.2.3 SWAY BRACES

Initial sections shall be supplied with diagonal sway braces which will prevent longitudinal sway of the stacks. Sway braces shall be 1/4" diameter rods, which hook into the webs of the uprights and are provided with turn buckles to provide take-up so that uprights will be held vertical. Sway braces shall be required at the initial section and every fourth section thereafter in a range.

3.2.4 TOP TIE CHANNEL

The top Tie Channel shall be formed of not less than 16 gauge (.059) steel and shall intermember with the top of the upright assemblies. Tie channels shall be formed 2-18" wide and with legs to extend downward over the upright tops. Tie channels are not to be continuous but are to extend only between uprights.

3.2.5 BASE SHELVES

Base shelves with backs shall be made in one piece construction of not less than 19 gauge (.043) steel, formed with two 90 degree bends at the rear to provide a rigid back. Base shelves shall have a front face of 1-1/2" and a back approximately 5" high. Base shelves and backs shall be slotted at intervals of 1" center to center to receive the hooks and lugs of removable steel dividers. The sides of the base shelf shall be formed downward with a single flange. These flanges shall be provided with notches to intermember with the lugs in the base brackets.

SNAP LOCK SHELVING SPECIFICATIONS

3.2.6 LABEL HOLDER

None included as standard magnetic units available.

3.2.7 ADJUSTABLE SHELVES

Adjustable shelves with backs shall be made in one piece construction of not less than 19 gauge (.043) steel, formed with three 90 degree bends, making a hollow square section at the front, and formed with two 90 degree bends at the rear, to provide a rigid back. Shelves to have a front face of 13/16" and a back approximately 5" high. Shelves and backs shall be slotted at intervals of 1" center to center to receive the hooks and lugs of shelf end brackets and removable steel dividers.

3.2.7.1 SHELF DEFLECTION

The deflection of the adjustable shelf at the front center shall not exceed 5/32" when subjected to an evenly distributed load of 100# for letter size or 140# for legal size.

3.2.8 SHELF END BRACKET

Brackets shall be 7-5/8" high and the full depth of the shelves. Brackets shall attach securely to shelves by interlocking hooks at the bottom edge. Each bracket shall also be provided with a notched hook and lug to intermember with perforations in the stack uprights. Automatic spacing and alignment shall be achieved by Safety Spacers located in the upper front portion of brackets.

SNAP LOCK SHELVING SPECIFICATIONS

3.2.9 END PANEL

Included as part of the High Density Lateral Moveable File System. Thus, not required for shelving separately.

3.2.10 END UPRIGHT COVERS

See 3.2.9

3.2.11 CANOPY TOP

Wall and double faced sections of shelf filing equipment shall be furnished with unit canop tops.

Tops shall be made completely reversible for use on standard full height stacks or for use on low height shelving where a finished top surface is desirable.

Tops shall be interchangeable on wall or double-faced sections of like shelf depths.

Canopy tops shall be formed of not less than 19 gauge (.043) steel. Canopy Tops shall be formed with three 90 degree bends at the front to show a 13/16" high face, formed at the back with a single 90 degree bend and formed down at each end with one 90 degree bend.

SNAP LOCK SHELVING SPECIFICATIONS

3.2.12 CANOPY TOP SUPPORT

The Canopy Top Support shall be fabricated form 13 gauge (.089) steel to inter-member with the canopy top and upright assembly.

3.2.13 ADJUSTABLE DIVIDER

The Adjustable Divider shall be of 19 gauge (.043) steel for Letter and Legal shelves. Dividers attach to shelves and shelf backs by means of notched hooks and lugs provided at the back and bottom edge of each divider. The Divider, 6-1/2" high, shall have neatly angled front edges to facilitate folder access and provide proper records support. Three

adjustable dividers shall be recommended for each shelf, 36" wide, and two per shelf, 24: wide.

3.3 OPTIONAL ACCESSORIES- REQUIRED 1 PER AISLE IN THIS BID

The following Optional Accessories shall be available:

SLIDING REFERENCE SHELVES

Double and single faced sliding reference shelves shall be made from 19 gauge (.043) thickness steel, formed on all four sides with 90 degree bends and reinforced at two sides with 14 gauge channels.

Each shelf shall be suspended on 14 gauge (.074) slide rails, each of which is fitted with ball bearing rollers, four on double faced and tow on single faced. Each roller shall be supplied with at least nine hardened ball bearings.

4.0 QUALITY ASSURANCE

4.1 TESTING AND EVALUATION

Test described herein shall be conducted on units as required to insure proper design and fabrication of Shelving Units. Failure of units to pass these test shall be considered as failing to comply with this specifications.

SNAP LOCK SHELVING SPECIFICATIONS

4.2 QUALIFICATION TESTS

Test shall be in accordance with the following procedures. Any failure of welds, or permanent distortion, or any other damage to any part of the shelving units that would affect the serviceability of the units will be considered as failing to comply with the requirements of this specification.

4.2.1 TEST UNIT

A Test Unit shall consist of a double faced range of one initial 36" wide section and one additional 36" wide section having six adjustable shelves for each section of both side of the Test Unit (total of 24 adjustable shelves). Test Unit shall be assembled and leveled.

4.2.2 LONGITUDINAL RIGIDITY TEST

The four base shelves shall be loaded with 140# each. At a point on the end upright 48" above the floor, a 100# pull shall be applied horizontally and parallel to the long axis of the range. Deflection of the upright from the vertical shall not exceed $\frac{3}{4}$ ". After the 100# pull is removed, the deflection shall not exceed $\frac{3}{16}$ ".

4.2.3. LOAD TEST

With the test unit leveled, the top shelf shall be adjusted to the highest position on the uprights. Each shelf shall be loaded with an evenly distributed load of 140# on one side of the test unit starting from the top down. The deflection of the uprights shall not exceed from the vertical. The same procedure shall be followed on the opposite side of the test unit. The deflection of the uprights from the vertical shall not exceed $\frac{1}{4}$ ". With the loads removed, the deflection of the uprights from the vertical shall not exceed $\frac{1}{8}$ ".

SNAP LOCK SHELVING SPECIFICATIONS

5.0 SHELF DEFLECTION TEST (as noted in 3.2.7.1)

6.0 FINISH

The part shall be sent through a multi-stage automatic washing and phosphatizing unit where the metal is thoroughly washed to remove all dirt and oil and insure maximum efficiency in the application of the phosphate coating, which is, subsequently sealed or set with a final completely dried surface before paint application.

When dry, the part shall receive a finish spray coat of mar-proof enamel and shall be baked for 9 minutes at a mean temperature of 325 Fahrenheit. The painting operations described shall be performed with the use of automatic equipment.

7.0 PACKAGING

The packaging shall be designed to prevent any binding, twisting or buckling of the structural members. Finished surfaces shall be protected with cushioning material. Cushioning shall be applied and secured in such a manner as to prevent marring, puncturing or abrading of the finished surface and prevent any possibility of shifting, loosening or

becoming detached during transit and /or storage. Items shall be packed by part number in convenient quantities. The final skid pack shall incorporate plastic stretch wrap to insure product stability during shipping.

7.1 MARKING

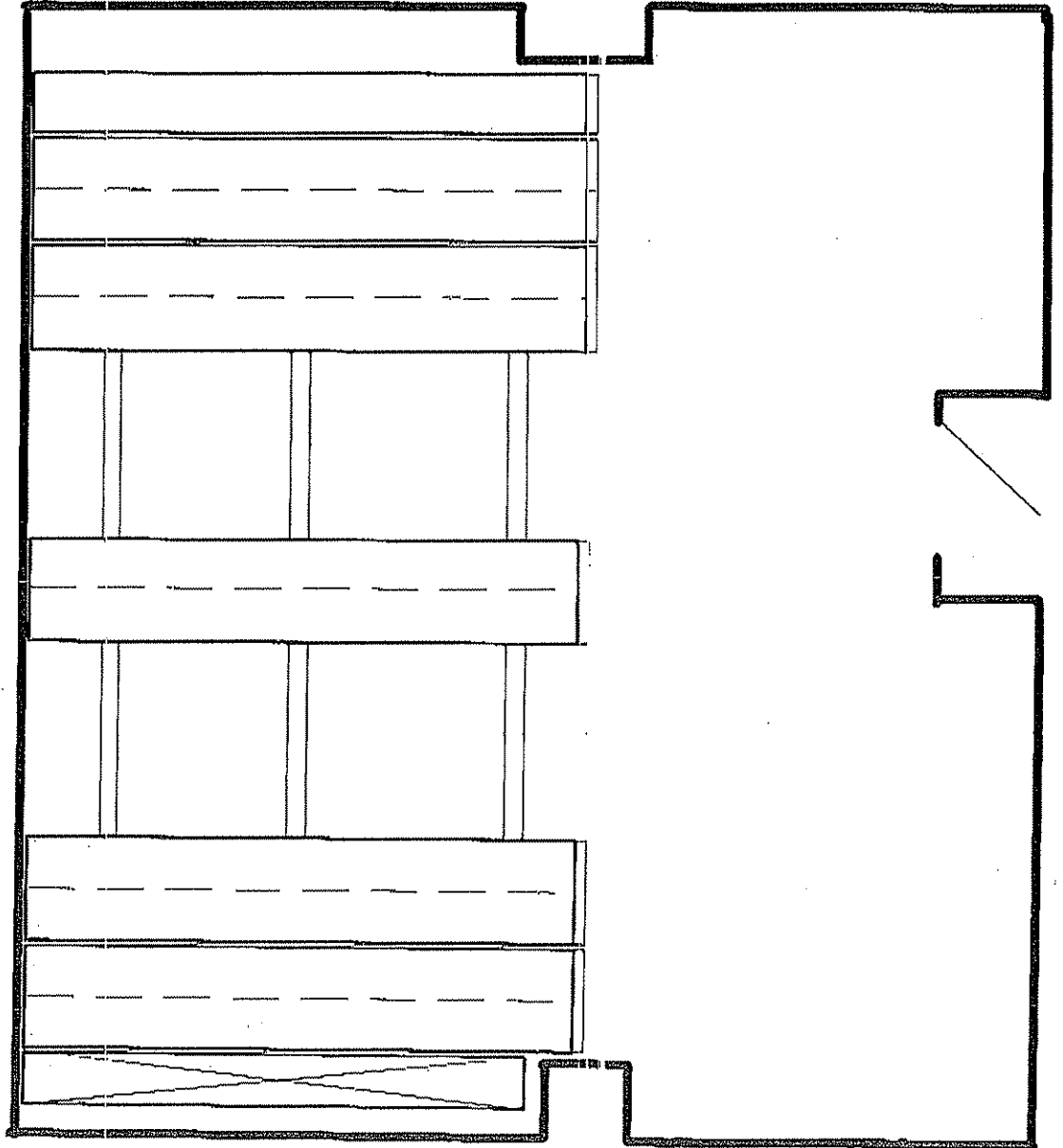
Shipping containers shall be marked clearly stating its contents, applicable part number, color and other special information as required by contract or order. Containers shall also have an appropriate corporate logo.

7.2 CERTIFICATION

All packaging shall be certified by the National Safe Transit Association.

West Virginia Division of Corrections

High Density Mechanically Assisted Moveable Carriage System with Snap Lock File Shelving



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: _____