



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
DEV1000

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WV DEVELOPMENT OFFICE
 ADMINISTRATION
 BUILDING 6, ROOM 645
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0311 304-558-0350

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/11/2009				

BID OPENING DATE: 09/01/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-48		
<p>HISTORIC PRESERVATION DESIGN CONSULTANT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEVELOPMENT OFFICE, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE HISTORIC PRESERVATION SERVICES TO 12 CERTIFIED MAIN STREET WEST VIRGINIA COMMUNITIES AND UP TO 19 WEST VIRGINIA ON TRAC COMMUNITIES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 08/24/09 AT 4:00 P ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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



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<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DEV1000</p> <p>BID OPENING DATE: 09/01/2009</p>						

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				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ DEV1000 ***** TOTAL: _____						

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Request for Quotation
Historic Preservation Consultant
West Virginia Development Office

BACKGROUND: The purpose of this request for quotation is to enter into a contract for provision of professional historic preservation services for 12 Certified Main Street WV, 13 currently designated WV ON TRAC communities, and 6 new ON TRAC communities to be announced in February 2010. These are programs of the West Virginia Development Office. Services must include 8 community assessments working with assessment resource teams, 15 community design committee projects, training for design committees as requested, property owner consultation in Main Street communities as requested for conceptual or maintenance advice for properties, represent Main Street WV at conferences to present program projects, speak at local planning and zoning boards, city councils or other appropriate bodies as requested and issues arise, and serve on selection teams for new Main Street or ON TRAC communities.

LOCATION WHERE WORK WILL BE PERFORMED:

ON TRAC Communities

Belington, West Virginia
Beverly, West Virginia
Elkins, West Virginia
Madison, West Virginia
Matewan, West Virginia
Oak Hill, West Virginia
Ranson/Charles Town, West Virginia
Romney, West Virginia
Rowlesburg, West Virginia
Shinnston, West Virginia
Sistersville, West Virginia
Sutton, West Virginia
Webster Springs, West Virginia

6 Additional to be Named in February 2010

Main Street Communities

Charleston East End, West Virginia
Charleston West Side, West Virginia
Fairmont, West Virginia
Kingwood, West Virginia
Mannington, West Virginia
Martinsburg, West Virginia

Morgantown, West Virginia
 Philippi, West Virginia
 Point Pleasant, West Virginia
 Ripley, West Virginia
 Ronceverte, West Virginia
 White Sulphur Springs, West Virginia

GENERAL REQUIREMENTS: The Main Street WV Program is in need of a qualified historic preservation consultant. Minimum qualifications include:

- 5 years of verifiable experience in providing preservation-based assistance to Main Street programs or comparable comprehensive downtown revitalization programs.
- 5 examples of verifiable experience in training volunteer design committees of the Four Point Approach® in the past 5 years.
- Knowledge of and ability to provide services that would assist property owners to qualify for preservation tax credits as demonstrated by 5 projects consultant has had approved for credits by the National Park Service in the past 5 years.
- AIA registration is not required.
- Knowledge of Historic Landmarks Commission enabling legislation and National Register of Historic Places designation requirements and experience working with each. Demonstrate by listing 5 national register listings successfully approved by the National Park Service in the past 5 years. Provide a listing of three examples of services delivered to communities in setting up a Historic Landmarks Commission or services provided to an existing Commission in the past 5 years.
- Knowledge of WV planning and zoning laws and regulations demonstrated by a description of 3 projects of work with such.
- Consultant must have education background in historic preservation, architectural history, architecture, or related field.
- Public speaking skills for conferences, training seminars, and local community meetings as demonstrated by listing verifiable sessions presented in the past 5 years to a variety of audiences.

SCOPE OF WORK:

General: The Historic Preservation Consultant (herein referred to as Contractor) shall serve as a professional consultant in the designated WV Main Street and ON TRAC communities. Communities shall receive assistance consistent with accepted Main Street design practices. The assistance consists of delivering workshops, training, serve on assessment resource teams, composing reports, appearing before local boards and committees and providing private property owner advice on maintenance

and rehab issues which is conceptual only and does not provide construction documents.

Specific Requirements:

1. Contractor shall train local officials, design committees and share information with other groups as requested. Contractor shall attend local program's design committee meetings as requested by the local program manager or ON TRAC liaison to assist the committee with particular issues, such as committee training, zoning, historic district information, streetscaping, signage or other historic preservation based tools or issues for community enhancement etc.
2. Other training will consist of presenting at in-state and national conferences as appropriate, providing expert advice to other local bodies such as planning commissions, city councils, boards of zoning appeals, or other downtown revitalization professionals.
3. Contractor shall visit 6, (2 day services) to newly designated WV ON TRAC communities to be announced by February, and 3 (day and a half services) in current communities as a member of the Assessment Resource Team. Participation will include a stay in the community along with other members of the team, interviewing various members of the community and performing a walking tour of the designated community. The contractor shall also be required to photograph the downtown area as needed by the Assessment Team during the visit. These photos will be placed on a disk for easy viewing and submitted to the ON TRAC Program Coordinator. The contractor will prepare an oral presentation to the community and follow up with a written report for inclusion in the resource team's final report focusing on topics such as historic preservation issues, zoning and land use, or specific issues to that community to solve physical challenges or opportunities to the community. Preparation time before the assessment visit will be required to review previous reports, comprehensive plans, downtown revitalization plans, zoning plans or ordinances, etc. Written reports will be due within 3 weeks of the on site visit.
4. Contractor shall assist 9 existing and up to 6 newly designated ON TRAC communities with design committee solutions to physical challenges or opportunities in public areas. Assistance will include preliminary cost estimates for the chosen public area physical improvements. [The public area to be addressed by a consultant visit as decided in the initial assessment visit.] Consultations will range from entrance sign improvements, green space improvements, establishing a historic district or landmark commission, or research on issues specific to community needs.
5. The Contractor shall visit all certified Main Street towns as the need arises to consult with building owners or local officials and the local manager regarding projects and issues related to building rehabilitation or maintenance. These visits

will be initiated by a request from the local project manager to the State Office. The State Office will assign the request to the Contractor. These onsite visits shall include meeting with property owners, studying individual buildings, finding feasible solutions and encouraging implementation. Pursuant to appropriate requests, the Contractor shall prepare solutions and preliminary cost estimates for the recommended work. Consultations will range from selecting exterior paint colors and compatible sign design to recommendations for rehabilitation and maintenance. Onsite consultations may or may not result in the necessity for conceptual drawing. **Drawings and reports are conceptual in nature and not construction documents.** This determination will be made jointly by the local Main Street program manager, the property owner, local official and the Contractor.

6. Contractor shall provide information and generally assist property owners in certified Main Street communities wishing to apply for historic preservation tax credits pursuant to the Economic Recovery Tax Act of 1981 and amended in 1986, if it is determined by the property owner, project manager and Contractor that the project is suitable for application. The Contractor shall not be responsible for making formal application to the National Park Service on such matters.
7. Contractor shall provide general technical assistance consistent with the Secretary of Interior's Standards for Rehabilitation.
8. Contractor shall provide general technical assistance on new infill construction techniques consistent with land use, zoning and design guidelines.
9. Contractor shall participate in the retail business enhancement team program for up to three (3) businesses per year. The team will consist of the Contractor, a free lance visual merchandiser and the state program staff member. Contractor shall work with the group and the business on proper interior and exterior improvements and business practices to enhance each business.
10. Contractor's work shall be consistent with the "Main Street Approach" ® as developed by the National Main Street Center, a program of the National Trust for Historic Preservation.

C. Delivery Requirements:

1. The Contractor shall work under the general supervision of the Main Street West Virginia Manager.
2. The Contractor shall secure written permission of the Main Street West Virginia Manager prior to taking on any projects outside the scope of activities in this contract.

D. Schedule:

1. All work begins on September 1, 2009 concluding August 31, 2010.
 2. Written reports for each community assessment will be due within 3 weeks of visit.
 3. Other reports or conceptual drawings will be completed and delivered to the local Main Street manager or ON TRAC's liaison office within 30 days of the Contractor completing the on site visit. Copies will be submitted to the Main Street West Virginia office also within 30 days.
 4. The Contractor shall submit monthly reports to the State Manager describing projects and the number and location of site visits and number of hours worked on each project.
 5. The Contractor shall supply digital photos of all projects both before and after the work is completed.
 6. The Contractor shall furnish an accounting of all work performed at the end of the contract. This will include number of onsite visits, documentation of projects and the status of all projects.
- 4. TERM OF CONTRACT AND RENEWALS:** This contract will be effective September 1, 2009 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by the Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.
- 5. BID SUBMISSION REQUIREMENTS:**
- A. Resume(s) of all personnel to be assigned to the project.
 - B. Description of the offeror's specific qualifications for working in the Main Street program. This should include a description and examples of any work done in Main Street communities, reference to any training offeror has conducted with Main Street, or downtown revitalization programs, or preservation audiences, and any experience offeror has had with Tax Act Certification projects (name a maximum of three).

- C. Amount of offeror's work each month to be made available to the Main Street and ON TRAC programs.
- D. Description of experience working with National Historic Districts, Historic Landmarks Commissions and examples of work in communities on planning and zoning issues.

6. COST PROPOSAL:

- A. Each vendor submitting a bid is to provide consulting fees in terms of "cost per hour" inclusive of travel and other expenses.

DEV1000
Historic Preservation Consultant
Cost Sheet

Hourly rate for all consulting services \$_____ PER HOUR

Hourly rate is to include all travel and associated expenses.

Invoices will be processed on a monthly basis.

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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: _____