



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
DNR210248

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		045-06		
APPLIANCES, ELECTRIC (SMALL, HOUSEHOLD)  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH APPLIANCES, TELEVISIONS, AND ACCESSORIES FOR 47 GUEST ROOMS AT TWIN FALL RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  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.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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>.
16. **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 agency 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.



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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.  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.  REV. 05/26/2009  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 44  RFQ. NO.: DNR210248  BID OPENING DATE: 06/30/2010						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 DNR210248 ***** TOTAL: _____						

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DNR210248  
Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase, assembly, and set up of guest room appliances, televisions, and accessories for its new twenty-seven (27) guest room addition and twenty (20) existing guest rooms at Twin Falls Resort State Park. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost. Delivery must be made within thirty (30) days of purchase order award.

**General Specifications:**

Guest room appliances, televisions, and accessories must be manufactured for commercial contract hospitality use. All items must be new.

**Information for Bidders:**

Bidders must submit a unit price bid for each item to furnish all items specified. Partial and/or conditional bids will not be considered.

**Basis of Award:**

The contract will be awarded to the lowest qualified bidder submitting the lowest bid for guest room appliances, televisions, and accessories stipulated on the bid schedule and in complete accordance with specifications stipulated herein.

**Coordination:**

Vendor must coordinate shipping and receiving with the West Virginia Division of Natural Resources, Twin Falls Resort State Park. Vendor must notify the park not less than seventy-two (72) hours in advance as to the exact date and time of delivery.

**Delivery, Storage and Handling:**

The successful Vendor must deliver and handle all items according to Manufacturer's recommendations, including means and methods that will prevent damage, deterioration, and loss. Goods must be delivered in the Manufacturer's original sealed containers complete with labels and instructions for handling, storage, unpacking, protecting, and installing. The owner must supply labor to inspect the goods upon delivery, to ensure compliance with the purchase order, and to ensure all items are undamaged and protected against damage. All items must be

**All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.**

DNR210248  
Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

stored according to Manufacturer's recommendations and in an order that will facilitate inspection and measurement of quantity. All items must be stored using means and methods that will prevent damage, deterioration, theft, or other loss. All items must be stored within a range of temperature and humidity as required by the Manufacturer's instructions.

### **Assembly and Set-Up:**

The successful Vendor must assemble when necessary and set up guest room appliances, televisions, and accessories purchased under this Purchase Order on-site according to manufacturer's guidelines. Vendor must assemble and set-up all guest room appliances, televisions, and accessories in appropriate locations within the Lodge as directed by the Owner. Vendor must clean-up work area and dispose of boxes, packaging materials and installation debris.

The Owner will conduct a pre-assembly and set-up details walk-through prior to the actual assembly and set-up. The Vendor must coordinate this meeting with the Superintendent of Twin Falls Resort State Park.

### **Damaged Items:**

All items must be inspected by the Owner subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be rejected, removed, and replaced at no additional expense to the Owner

### **Project Closeout:**

Vendor must provide an inventory list of all items received and accepted. Vendor must provide the manufacturers recommendations for maintenance and cleaning.

**All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.**

DNR210248  
Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

### **Applications for Payment:**

Vendor must submit Applications for Payment upon completion of work for all guest room appliances, televisions, and accessories delivered and accepted and upon completion of project closeout requirements.

### **Other Government Bodies:**

Unless otherwise stated in the response, the vendor agrees to extend the same prices, terms and conditions to other government bodies. If the vendor does not wish to extend the same prices, terms and conditions to other government entities, it must be clearly stated in the response to such refusal. Such refusal shall not prejudice the award of this contract in any way.

### **Warranty:**

All guest room appliances, televisions, and accessories must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

### **Microwave Oven**

Sanyo 800W, 0.7 Cubic Feet Compact Microwave, or equal. Microwave must meet the following specifications:

- 800W minimum;
- 0.7 cu. Ft. minimum;
- Must include a minimum of eight (8) direct access keys;
- Must include a minimum of ten (10) power levels (defrost by eight (8) and time frost keys included);
- Must have a digital display;
- Must have child safety lock;
- Must have a minimum 9 ½ inch diameter glass and a turn table ;

**All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.**



DNR210248  
Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

### **Refrigerator/Freezer**

Sanyo 3.6 cubic feet refrigerator/freezer, Model Number SR-3620K, or equal.  
Refrigerator/freezer must meet the following specifications:

- Must be Energy Star Compliant;
- Must have the reversible round door design;
- Must have a minimum of three (3) adjustable wire shelves;
- Must have ice compartment with ice tray;
- Must have full range temperature control;
- Must have triple deck door storage;
- Must have full width freezer;
- Must have a minimum of two (2) leveling legs;
- Must have a minimum of 115V AC;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

### **LCD HD Television**

Samsung 32" LCD HD TV, or equal. Television must meet the following specifications:

- Must be Energy Star Compliant;
- Must be commercial grade;
- Screen size must be a minimum of 32";
- Must have PPV capabilities;
- Must have USB 2.0 and HDMI-CEM interfaces;
- Must have AV (audio/video) ports;
- Must have the ability to be clone programmed;
- Must have a minimum resolution of 1080p high definition resolution, and SRS surround sound;

**All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.**

DNR210248  
Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

- Must be able to accommodate 60hz video;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement;
- Color must be black to match the décor of the park; and
- Must include universal remote control.

### Television Wall Mounts

Pivot wall mount, Peerless Model # SP740P, or equal. Universal tilt wall mount, Peerless Model # ST640, or equal.

- Mount must accommodate LCD HD television specified in the vendor's bid response.

**All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.**

Purchase, Assembly, and Set Up of Guest Room Appliances, Televisions, and Accessories  
 Open End Contract  
**MANUFACTURER'S LIST**

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project.

If bidding in or equal brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

Item	Description	Manufacturer	Item No.
1	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.		
2	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR-3620K, or equal.		
3	Samsung 32" LCD HD TV, or equal.		
4	Pivot wall mount, Peerless Model #SP740P, or equal.		
5	Universal tilt wall mount, Peerless Model #ST640, or equal.		

\*\*All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.

Twin Falls Resort State Park  
 Guest Room Appliances, Televisions, and Accessories  
 Purchase, Assembly and Set-Up  
 Open End Contract  
**PRICING SHEET**

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	27	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.		
2	27	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR-3620K, or equal.		
3	27	Samsung 32" LCD HD TV, or equal.		
4	3	Peerless Model #SP740P, Pivot wall mount, or equal.		
5	27	Peerless Model #ST640, Universal tilt wall mount, ,or equal.		
		<b>TOTALS</b>		

The quantities listed above are for bid evaluation purposes only.  
 Actual quantities may differ.

\*\*All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost.

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.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

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

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

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

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

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

**AFFIX SEAL HERE**

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