



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  
**DPS1007**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2009				

BID OPENING DATE: **10/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-49		
<p>VEHICULAR REPEATER</p> <p>OPEN-END CONTRACT TO PROVIDE VEHICULAR REPEATERS FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</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 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>						

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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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."

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**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><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</b></p>						

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<p>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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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 (32)-----</p> <p>RFQ. NO.: DPS1007-----</p> <p>BID OPENING DATE: 10/28/2009-----</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 DPS1007 ***** TOTAL: _____</p>						

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**SPECIFICATIONS FOR VEHICULAR REPEATERS, AND RELATED COMPONENTS**

The West Virginia State Police desires to establish an open-end contract for the purchase of mobile police/emergency radio equipment and related accessories. The contract will be available for use by other entities of state government, as well as counties and municipalities. Vendors are to use the attached Price Quotation Form. Vendors may add additional options for the equipment listed; however those items will not be considered for bid award and shall not be included on the Price Quotation Form.

**EQUIPMENT SPECIFICATIONS**

- A) VHF VEHICULAR REPEATER – 150-174 MHz band
- B) UHF VEHICULAR REPEATER - 450-470 MHz band

		<b>Meets Spec</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
	<b>General Requirements</b>		
1.	The vehicular repeater shall include an interface cable for either a GE/Ericsson Orion radio or a Kenwood TK-690H radio. Cable must have manufacturer's plugs (dual gender) to allow direct connection. Type of cable required will be specified at time of order. Generic cables requiring wiring into the manufacturer's radio cable are not acceptable.		
2.	Unit shall be capable of interfacing to a variety existing mobiles and communications formats (conventional, trunking, narrowband) and be upwardly compatible with new radios and technologies.		
3.	Unit shall be capable of multi-vehicle operation with automatic priority repeater establishment and maintenance. Units shall provide means of responding during full duplex mobile reception and repeater hang time.		

		Meets Spec	
		Yes	No
4.	Repeater should be single channel receive and transmit in the selected band.	_____	_____
5.	Repeater must be synthesized and programmable for frequencies, tones and operating parameters. Bidder should state method of programming and provide a copy of software if PC programmable.	_____	_____
6.	Activation of mobile repeat mode must be tone squelch protected.	_____	_____
<b>Transmitter Requirements</b>			
7.	Repeater shall operate in the following bands as ordered : a) VHF 150-174 MHz b) UHF 450-470 MHz	_____	_____
8.	Operation of the repeater shall be capable on 25kHz and 12.5kHz channel spacing.	_____	_____
9.	Transmitter power output shall be a minimum of 2 Watts, adjustable to 250mW to prevent interference with adjacent system operation.	_____	_____
10.	Transmitter conducted spurious output shall be -50dbc minimum.	_____	_____
11.	Transmitter frequency stability shall be 1.5ppm over an operating range of -30°C to +60°C.	_____	_____
12.	Transmitter audio response shall be +1/-3db within a +6db/octave pre-emphasis curve from 300Hz to 3kHz.	_____	_____
13.	Transmitter audio distortion shall be maximum 5% at 60% deviation with a 1kHz tone.	_____	_____
14.	Repeater shall be capable of transmitting a single frequency burst tone at 60% deviation for a duration of 500-800 mSec in compliance with the multi-vehicle protocol utilizing the following tones: 832.5, 847.5 and 682.5 hz.	_____	_____

		Meets Spec	
		Yes	No
15.	Repeater shall be capable of transmitting a subaudible CTCSS tone at $\pm 700\text{Hz}$ deviation which is programmable and different from its decode tone.	_____	_____
16.	Repeater shall be capable of transmitting local mobile microphone audio to the handheld; the level shall be adjustable for $\pm 3\text{kHz}$ deviation.	_____	_____
17.	<p>During base to portable transmissions, the repeater shall periodically unkey to check for transmissions from handhelds or other vehicular repeaters on site. The sampling interval shall be programmable and a random offset shall be employed to prevent 2 repeaters from sampling at the same time. The sampling duration shall be less than 50 mSec. During the sampling interval, the receiver shall be capable of detecting 2 CTCSS tones simultaneously. If tone from the handhelds is detected, the repeater will cease transmissions and revert to portable to base mode. If tone from another repeater is detected, the receiving unit will revert to non-priority status. If no tone or wrong tone is detected, the repeater will continue to operate in base to portable mode.</p> <p>NOTE: Co-channel interference shall not cause the repeaters to cease operation.</p>	_____	_____
<b>Receiver Requirements</b>			
18.	<p>Repeater shall operate in the following bands as ordered :</p> <p>a) VHF 150-174 MHz b) UHF 450-470 MHz</p>	_____	_____
19.	Operation of the repeater shall be capable on 25kHz and 12.5kHz channel spacing.	_____	_____
20.	Receiver sensitivity shall be a minimum of $.4\mu\text{V}$ for 12db Sinad operation.	_____	_____
21.	Receiver adjacent channel selectivity shall be a minimum of 60 db for 25kHz channel spacing.	_____	_____



		Meets Spec	
		Yes	No
22.	Receiver spurious and image rejection shall be a minimum of 60 db.	_____	_____
23.	Receiver 3rd tone intermodulation response shall be a minimum of 60db.	_____	_____
24.	Receiver audio response shall be $\pm 3$ db within a -6db/octave de-emphasis curve from 300Hz to 3kHz.	_____	_____
25.	Receiver modulation acceptance shall be a minimum of $\pm 7.5$ kHz for 25kHz channel spacing.	_____	_____
26.	Receiver shall be capable of accurately decoding CTCSS from the handheld. Mobile transmit activation shall not occur in the absence of tone. The receiver shall be capable of decoding at least 2 sub-audible CTCSS tones simultaneously. If the primary tone is detected from the handheld operator, the vehicular repeater shall repeat the transmission handheld to base mode. If, during priority sampling, the secondary tone is detected from other vehicular repeaters, the receiving unit will remove itself from priority mode and cease transmissions.	_____	_____
27.	Reception of carrier without tone, or carrier with a CTCSS tone different from the handheld tone or the vehicular repeater encode tone shall not cause the system to malfunction. The system shall be capable of detecting co-channel interference and continue to operate properly in the presence of carrier sources outside of its system.	_____	_____
28.	Receiver shall be capable of decoding in-band single tone bursts with a duration of 500-800 mSec from other repeaters and revert to a non-priority status upon proper decoding. The repeater shall maintain a count of the number of decoded tone bursts and adjust its priority status accordingly (increment count for each burst). The repeater shall be capable of maintaining a priority hierarchy for up to 100 vehicles. The receiver shall be capable of decoding 832.5Hz, 847.5Hz and 682.5Hz.	_____	_____
29.	Receiver shall continue to monitor all radio activity even when not at priority status, and shall take	_____	_____

		Meets Spec	
		Yes	No
	positive steps to re-establish a priority unit when the absence of a priority repeater is detected. Repeaters at priority status shall be capable of detecting the presence of other repeaters transmitting and automatically take appropriate action to prevent radio "collisions".		
30.	Receiver shall provide repeater receiver audio from the handheld for local monitoring. Audio power shall be a minimum of 400mW into 8 Ohms resistive.	_____	_____
<b>General Requirements</b>			
31.	Wideband (25 kHz) and Narrowband (12.5 kHz) operation may be selected by installation or removal of jumpers or programming. All units will be capable of operating to specifications in both modes without changes of hardware components other than jumpers.	_____	_____
32.	Some method of enabling and disabling the repeater shall be provided so that the driver may activate the repeat mode only when leaving the vehicle.	_____	_____
33.	The repeater shall have a minimum of the following indicators: DC power/activation, priority status, mobile receiver status, mobile transmit indication, repeater receiver status, and repeater transmit indication. The indicators must be visible from a wide viewing angle and easily readable in ambient light conditions.	_____	_____
34.	The repeater shall be capable of operating with a wide variety of existing radios or radios purchased in the future. Interfacing of the repeater shall be upwardly compatible with different communication formats including trunking and narrowband technologies.	_____	_____
35.	Bidder shall provide the following documentation regarding the repeater:  a. System description and operating instructions, including theory of operation and complete description of all controls and functions.	_____	_____

		<b>Meets Spec</b>	
		<b>Yes</b>	<b>No</b>
	b. Complete installation instructions and description of optional configurations. c. Alignment instructions. d. Programming software and manual. e. Detailed schematic and parts list. f. Parts locator diagram.		
36.	Purchaser shall specify frequency band and type of radio at time of purchase. All modifications to insure compatibility with that radio shall be performed at the factory prior to delivery to the purchaser.	_____	_____
37.	Bidder must provide proof of authorization to purchase and resell manufacturers equipment prior to submitting bid. Bids submitted without verification of dealership status shall not be accepted.	_____	_____
38.	All equipment shall be warranted for at least 3 years, including parts and labor.	_____	_____
39.	The equipment warranty period shall begin when the equipment is first placed in service, not to exceed 6 months from date of purchase.	_____	_____

For purposes of the Bidding the WVSP has the potential to purchase from a few to possibly 400 units over the life of the Contract.

**PRICE QUOTATION**

Item A      VHF Vehicular Repeater      \$ \_\_\_\_\_

Item B      UHF Vehicular Repeater      \$ \_\_\_\_\_

**Programming Software and cables**

Item C      Programming software      \$ \_\_\_\_\_

Item D      Programming cable      \$ \_\_\_\_\_

TOTAL:      \$ \_\_\_\_\_

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: \_\_\_\_\_

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.