



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:
 ISCK0073

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2010				

BID OPENING DATE: 03/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		600-71		
<p>CONSOLE INSERTING SYSTEM</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE A MAIL INSERTER SYSTEM FOR WORKFORCE WEST VIRGINIA LOCATED IN BUILDING 4 (112 CALIFORNIA AVENUE) ON THE WEST VIRGINIA CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTION CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/18/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
..... SIGNATURE						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
COMPANY						
.....						
DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
MAINTENANCE: THE FIRST YEAR'S MAINTENANCE SHALL BE ADDED TO TO THE CONTRACT BY CHANGE ORDER UPON THE SUCCESSFUL INSTALLATION, IMPLEMENTATION, AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY.						
ANNUAL MAINTENANCE MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND THE VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2), ONE (1) YEAR RENEWALS.						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						

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<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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCK0073</p> <p>BID OPENING DATE: 03/30/2010</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>						

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Scope for ISCK0073

West Virginia Office of Technology is requesting bids for a high-integrity high speed console inserting system to connect to the existing file base infrastructure. The console inserting system *must* be configured as follows: one high capacity 36K cut sheet feeder, barcode scanning, dual accumulator, divert before fold station, six roller folder, transport module, three modular and removable friction insert feeders, one envelope feeder, one sealing system, three divert stackers, in-line mail run data file driven intelligent ink jet addressing, one metering base with resettable postage meter, on edge output envelope stacker. All components of the machine *must* operate as a fully integrated computer controlled system.

Requirements

1. The new inserting system *must* have the capability to process the mail jobs that are processed today as is.
 2. The new inserting system *must* be able to allow file base jobs to be split between the existing file base inserter and the new inserter with full real-time piece level accountability and integrity. If a mail piece is processed on inserter #1, and a duplicate is processed on inserter #2, the duplicate piece *must* be diverted prior to fold, and the information *must* be written to file.
 3. The system *shall* be able to cycle at a minimum speed of 12,000 pieces per hour.
 4. The system *must* be upgradeable to cycle at 14,000 mail pieces per hour.
 5. The new system *must* be compatible with the existing Pitney Bowes File Base network and File Base inserter that is currently installed at Work Force West Virginia.
 6. The new system *must* collect and transfer critical information to the existing file base server.
 7. The new system *must* update the mail run data file in real time and not in a batch mode.
 8. The new system *must* accept information from the file base server, including job, page and document set information in real time.
 9. The new system *must* have the ability to divert before fold the entire set if a double is declared on the piece scanned.
 10. The new system *must* have the ability to divert before fold the entire set if a barcode is bad or a miss scan occurs.
 11. The system *must* transfer to the file server, critical information, in real time, about every mail piece (e.g., status, disposition, reason) so it can be written to the job mail run data file.
 12. The system *must* produce an output file for regeneration of unprocessed documents.
 13. The system, in the file base mode, *must* have the ability to receive a "last minute" electronic divert file via workstation.
14. Based on information in the barcode of the document the inserter *must* be able to divert mail pieces, either prior to fold or after insertion into the mailing envelope. In addition, if the

divert takes place after insertion into the mailing envelope, the inserter *must* be able to divert either before or after postage is applied.

15. The system *must* verify that all the pages of the set were scanned in the correct order. If a set is missing a page or the pages are out of sequence the system *must* divert the set before it is folded.
16. The new system *must* have a remote control to start and stop the system like the current system.
17. The system *must* be field upgradeable to process flat mail (9"x12" and 10"x13").
18. The proposed inserter *must* have 3 modular friction feeders.
19. The proposed system *must* have the ability to interchange rotary drum type feeders in place of the friction feeders.
20. The proposed system *must* have the ability to add additional insert stations if required.
21. The proposed system *must* utilize servo driven insert feeders.
22. The input sheet feeder device *must* have the ability to feed and accumulate cut sheet documents at a minimum cycle speed of 36,000 sheets per hour.
23. The input device *must* have an accumulator area for two sets of collated documents.
24. The sheet feeder *must* be servo controlled for efficient paper handling.
25. The folder *must* fold 1 to 7 pages in a standard tri-fold and 1 to 10 pages in a half-fold of 20 lb (75gsm) paper, without operator adjustment.
26. The system *must* have software that allows the inserter to achieve maximum productivity by automatically adjusting optimal inserter speed for each specific and unique application or job.
27. The inserter *must* have software that enables the system to temporarily self-optimize its inserting speed for thick collations.
28. The inserter *must* have software that reduces jams via a soft insertion at start up. After the soft start, the system needs to automatically accelerate to normal processing speed.
29. The system *must* have software that allows the operator to enter the type of media and collation size at the control system. The inserter then *must* be able to automatically select the best speed to achieve maximum throughput.
30. The system *must* utilize servo motor technology. This provides substantially reduced stoppages and quicker error recovery. As a result, servo power reduces jams and therefore reduces the number of reprints and thus the expense associated with reprinting damages mail pieces.
31. The system *must* have an intuitive control system that allows the operators to easily store and quickly recall common application setups.
32. The system *must* have a Graphical User Interface (GUI) that provides on screen help and troubleshooting guide.
33. The system *must* utilize photocells/sensors throughout the chassis to ensure accurate envelope inserting.
34. The system *must* provide total accuracy with real time piece level tracking on the chassis.
35. The envelope feeder *must* have a capacity to hold at minimum 3,000 letter sized envelopes.

36. The system **must** be capable to process executive envelopes, diagonal cut envelopes and side seam envelopes.
37. The system **must** have variable speed, an automatic stop/delay for jams, mis-feeds or empty insert stations with visible indicator.
38. Each enclosure/insert station **must** be provided with a missed and double form detector.
39. All enclosure/insert stations **must** be able to be continuously loaded without stopping the system.
40. Each enclosure/insert station **must** be able to be set independently and speed **shall** be set independently.
41. The system **must** have the ability to detect and divert faulty envelopes and re-feed until a quality envelope is available for insertion without operator intervention.
42. The system **must** be able to read/recognize “Optical Mark Recognition (OMR)” marks and 2 of 5 and 3 of 9 barcodes.
43. The system **must** be upgradeable to read 2D barcodes.
44. The system **must** have three (3) drop style diverter capable of diverting sealed and unsealed envelopes per existing criteria.
45. The new system **must** include a mail run data file driven in-line MCS intelligent ink jet addressing. The information to print **must** be received from the same mail run data file that drives the inserter. For reasons of economy and efficiency, the ink jet system **must** be 100% compatible with current MCS ink jet technology for hardware, accessories and supplies.
46. The system **must** have on-edge envelope stacking device.
47. The inserter **must** have a mailing machine that is 100% compatible with a Pitney Bowes Resettable Infinity Meter.
48. The system **must** be “UL” and O.S.H.A approved.
49. The system **must** have safety covers and emergency stops for operator safety.
50. In the event of a cover or stop being opened during a file base run, that information **must** be written to the file.
51. The system **must** have a full production reports capability and they are including but not limited to:

Production Graph

Throughput Graph

Production Detail Report

Operator Summary Report

Job Summary Report

Inserter Summary Report

Shift Summary Report

Feeder Count Report

Outsort Count Report

52. All software *shall* be provided by supplier and *shall* be fully supported.
53. The proposed system *must* be supported with flexible on site and/or on call service plans.
54. Vendor *must* provide two (2) hour response time for emergency repair during the hours of 8 a.m. and 5 p.m. Monday thru Friday.
55. Comprehensive equipment maintenance program on new system *must* also cover the existing system.
56. The proposed system *must* have the ability to be supported by a remote diagnostic service access analysis.
57. The proposed system *must* be covered by a written money back satisfaction guarantee.
58. The proposed system *must* include postage accounting and funds management. The postage accounting package *must* be able to communicate with the existing metering device as well as the new metering device on the new inserter.
59. The postage accounting system *must* provide browser- based presentation.
60. The postage accounting system *must* provide real-time mail piece status during production.
61. The postage accounting system *must* be web-enabled.
62. The postage accounting system *must* be able to replenish postage automatically without following production.
63. The postage accounting system *must* be able to transfer meter funds “just in time” to optimize cash flow.
64. The postage accounting system *must* communicate with every meter at the site.

Location of current equipment – Work Force West Virginia

112 California Avenue, Room 618

Charleston, WV 25305-0112

ISCK0073 – Cost Sheet

The proposed vendor should bid both the total purchase price and the total lease/purchase price including maintenance. Bidders are not required to bid on all options. The successful vendor shall be based upon lowest price (including maintenance) meeting the specifications for the State’s chosen option. For example, if bidding the purchase option we would expect the upfront purchase price to be in year one with maintenance over the remaining years. The State will only consider a 3-year term on the financing option and would expect to finance the maintenance costs over the 3 year term.

Type of Inserter System	Purchase Option	Maintenance Cost	Total Purchase Price
Year 1			
Year 2			
Year 3			
Total			

Type of Inserter System	Total Lease/Finance Option	Maintenance Cost	Total Price to Lease/Finance
Year 1			
Year 2			
Year 3			
Total			

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.

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 owed 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 exceed 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 _____