



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  
 07110218

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

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DIVISION OF HIGHWAYS  
 DISTRICT SEVEN  
 STORAGE YARD  
 1205 US HWY 19 SOUTH  
 WESTON, WV  
 26452 304-269-0475

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 12/22/2010   |               |          |        |               |

BID OPENING DATE: 01/26/2011 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001   | 1        | LB  |         | 570-84      |            |        |
| STRUCTURAL STEEL   |          |     |         |             |            |        |
| REQUEST FOR QUOTATION (RFQ)  |          |     |         |             |            |        |
| THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE STRUCTURAL STEEL FOR HACKERS CREEK ARCH REPLACEMENT, PROJECT NO. S349-1/1-0.03 PER THE ATTACHED SPECIFICATIONS.   |          |     |         |             |            |        |
| ALL MATERIALS ARE TO BE SHIPPED TO DISTRICT 7 STORAGE YARD, US 19 SOUTH BENDALE, WESTON, WV 26452.   |          |     |         |             |            |        |
| TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596. OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 01/17/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. |          |     |         |             |            |        |
| EXHIBIT 10   |          |     |         |             |            |        |
| REQUISITION NO.: .....   |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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](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.
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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# Request for Quotation

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VENDOR

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| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 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. |          |     |         |             |            |        |
| .....<br>SIGNATURE<br>.....<br>COMPANY   |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| DATE   |          |     |          |             |            |        |
| NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.  |          |     |          |             |            |        |
| REV. 09/21/2009  |          |     |          |             |            |        |
| BANKRUPTCY: 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.  |          |     |          |             |            |        |
| PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  |          |     |          |             |            |        |
| 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,   |          |     |          |             |            |        |
| A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001. |          |     |          |             |            |        |
| B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED  |          |     |          |             |            |        |

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| <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 07110218</p> <p>BID OPENING DATE: 01/26/2011</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> |          |     |         |             |            |        |

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| CONTACT PERSON (PLEASE PRINT CLEARLY):             |          |     |        |             |            |        |
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| ***** THIS IS THE END OF RFQ 07110218 ***** TOTAL: |          |     |        |             |            |        |

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| Item No. | Quantity | Description  | Unit Price | Amount |
|----------|----------|--|------------|--------|
| 1.       | 24600    | lb. W shape Structural Steel AASHTO M270 Grade 50<br>5 pieces W-14X120, 41' 0".      | _____      | _____  |
| 2.       | 15600    | lb. W Shape Structural Steel AASHTO M270 Grade 50<br>12 pieces W-12X65, 20' 0".      | _____      | _____  |
| 3.       | 3900     | lb. W Shape Structural Steel AASHTO M270 Grade 50<br>2 pieces W-12X65, 30' 0".       | _____      | _____  |
| 4.       | 949      | lb. C Shape Structural Steel AASHTO M270 Grade 50<br>22 pieces C-8X13.75, 3' 1 5/8". | _____      | _____  |
| 5.       | 201      | lb. C Shape Structural Steel AASHTO M270 Grade 50<br>12 pieces C-8X13.75, 1' 2 9/16" | _____      | _____  |
| 6.       | 209      | lb. Structural Steel Plate AASHTO M270 Grade 50<br>56 pieces 3/8" X 3 1/2" X 10"     | _____      | _____  |
| 7.       | 7,136    | lb. Structural Steel Plate AASHTO M270 Grade 50<br>2 pieces 3/4" X 4' X 30' 0"       | _____      | _____  |
| 8.       | 87.5     | l.f. Bridge Guardrail  | _____      | _____  |
| 9.       | 6        | ea. Exterior High Strength Bolt w/ nut and washer<br>3/4" X 2"                       | _____      | _____  |
| 10.      | 81       | ea. Exterior High Strength Bolt w/ nut and washer<br>3/4" X 2 1/2"                   | _____      | _____  |
| 11.      | 446      | lb. W Shape Structural Steel AASHTO M270 Grade 50<br>12 pieces W-6 X 9 X 4' 1 1/2"   | _____      | _____  |
| 12.      | 210      | ea. Deck Nailing Clips<br>For 2" X 6" Timber with 15/16" Slot                        | _____      | _____  |

Total \$ \_\_\_\_\_

**Note:**

All Stringers, Abutment Caps, Backwall Plates, Guardrail Assemblies, Nailing Clips and Diaphragm Assemblies for **Hackers Creek Arch Replacement, Project no. S349-1/1-0.03** are to be fabricated in accordance with **WVDOH Standard Specifications, Nov. 2010 Section 709.12** (see attachment). Bridge Guardrail shall be in accordance with **WVDOH Standard Specifications, Nov. 2010 Section 712** (see attachment). After fabrication, all steel shall be galvanized according to **WVDOH Standard Specifications, Nov. 2010, section 689** (see attachment).

All plans/drawings are also attached for reference. All cutting, drilling, welding and galvanizing shown on the plans shall be included in this price. Foreign steel will not be accepted. All lab reports must accompany the shipping ticket.



**SECTION 689  
METALIZING STEEL**

**689.1-DESCRIPTION:**

This specification covers the requirements for thermal spray metallic coatings, with or without sealers or top coats, as a means to prevent corrosion of steel surfaces.

All work shall be done at the steel fabrication shop unless otherwise specified.

The requirements outlined in the Society of Protective Coatings Guide for "Thermal Spray Metallic Coating Systems" (SSPC CS-Guide 23.00) shall be followed and considered as part of this specification.

**689.2-MINIMUM REQUIREMENTS:**

All metalizing work shall be performed by a company with at least three years of experience in coating steel. Any company which is new to metalizing and does not have three years experience shall, prior to starting any work, submit written documentation of successful structural steel metalizing projects. This shall include the name of the owner of previous projects, number and location of jobs completed, and number of years experience. This document will be reviewed, verified, and approved by the Engineer prior to beginning any work. The company shall possess knowledge and experience in all areas of surface preparation and metalizing work.

Each spray operator shall be qualified to metalize in conformance with the latest edition of ANSI/AWS C2.18. Spray operators not having evidence of qualification shall be prohibited from spraying.

**689.3-MATERIAL:**

Unless otherwise specified, the metallic coating to be applied shall be pure zinc, conforming to the requirements of ASTM B6.

The manufacturer shall furnish a Certificate of Analysis for each lot of material supplied. Each container or coil reel shall be properly labeled to identify component type, supplier, size, and wire lot number.

The size of wire material shall conform to the manufacturer's recommendations for the Arc Sprayed method.

The metalizing material shall satisfy the requirements for at least a Class B slip coefficient and creep resistant per Appendix A of the "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" by the Research Council on Structural Connections. The test results shall be provided to the Engineer by the contractor prior to the start of work.

**689.4-APPLICATION OF METALLIC COATING:**

The metalizing unit shall be an arc type gun manufactured by an established domestic company. The equipment shall be used in conformance with the manufacturer's recommendations. No surface shall be sprayed which shows any signs of rust, scale or moisture. All metalizing shall be applied at 8 - 14 mils (200 - 350 µm) with no individual reading less than 6 mils (150 µm) nor more than 16 mils (400 µm). Field and/or shop bolted contact surfaces shall have the coating applied in the range of 2 to 5 mils (25-125 µm) dry film thickness. At least one layer of coating shall be applied within four hours after blasting and the final

thickness within a maximum of eight hours of the blasting. The steel shall be cleaned with sharp, angular grit, to at least a near white finish meeting SSPC-SP-10. No shot will be allowed as the blasting abrasive. The profile of the anchor pattern shall be 2-4 mils (50-100 μm).

The top flange which will require shear studs shall have the metalizing applied at a minimum of 2 mils (50 μm) in order to prevent rusting. If applied in the shop, the studs shall be installed prior to metalizing. Metalizing of the studs is not required. If installed in the field, the shop applied metalizing on the top of the top flange shall be removed at the stud locations to bare metal prior to installation of the studs.

The contractor shall provide facilities to protect the finished metalized surface from damage during the blasting and thermal spraying work operations on adjacent areas. All damaged coated areas shall be properly repaired and remetalized at no additional cost to the Division.

Surfaces not intended to be metalized shall be suitably protected from the effects of the metalizing operations.

**689.5-SEALERS AND TOP COATS:**

The Division has the option of requiring a sealer and/or top coats over the metalizing. When this option is chosen, the requirements will be specified in the contract documents.

**689.6-SHIPPING AND HANDLING:**

All fully coated and cured assemblies shall be protected from handling and shipping damage with the prudent use of padded slings, dunnage, separators and tie downs. Loading procedures and sequences shall be designed to protect all coated surfaces. Any damaged areas shall be repaired in conformance with the manufacturer's recommendations or as directed by the Engineer.

**689.7-FIELD TOUCH UP:**

All touch up for metalizing shall be in conformance with the coaters recommendations.

**689.8-METHOD OF MEASUREMENT:**

The unit of measurement for "Metalizing Steel" shall be lump sum.

**689.9-BASIS OF PAYMENT:**

Basis of payment for "Metalizing Steel" shall be lump sum. Payment shall be full compensation for furnishing all the labor, tools, equipment, supplies, and incidentals necessary to complete the work herein prescribed.

**689.10-PAY ITEMS:**

| Item     | Description                                | Unit     |
|----------|--|----------|
| 689001-* | Metalizing Steel                           | Lump Sum |
| 689002-* | Metalizing Steel With Sealer               | Lump Sum |
| 689003-* | Metalizing Steel With Sealer And Top Coats | Lump Sum |

\* Sequence Number

**709.8-HIGH STRENGTH LOW ALLOY STRUCTURAL METAL:**

High-strength structural steel for bridges shall conform to AASHTO M270, grades 50, 50W, or HPS 70W. High-strength steel for all other applications shall conform to AASHTO M222 (weathering) or AASHTO M223.

**709.9-BLANK****709.10-GRAY IRON, MALLEABLE IRON AND DUCTILE IRON CASTINGS:**

Gray iron castings shall conform to the requirements of AASHTO M 105, Class No. 30.

Malleable iron castings shall conform to the requirements of ASTM A 47, Grade 32510. Castings shall be boldly filleted at angles, and the arrises shall be sharp and perfect.

Malleable iron castings for railings posts shall be Grade No. 32510 and shall be galvanized with hot-dipped zinc coating in accordance with AASHTO M 232.

Ductile iron castings shall conform to the requirements of ASTM A-536, Grade 80-55-6, 65-45-12 or 60-40-18.

The dimension tolerance for gray iron castings is  $\pm 1/16$  inch per foot (5.2 mm per meter) and the weight tolerance is  $\pm 5\%$ .

All castings shall contain a manufacturer's heat number, lot number, or cast date. This identification shall be cast into the material at the time of manufacturer.

**709.11-BLANK****709.12-STRUCTURAL AND EYEBAR STEEL:**

All structural steel for bridges shall conform to the applicable grade of AASHTO M270 that is specified in the Plans. When no specific grade is called for, AASHTO M270, Grade 36 shall be used. Non-designated structural steel in all other sections of the Specifications shall conform to ASTM A36.

**709.13-STEEL FORGINGS AND STEEL SHAFTING:**

**709.13.1-Steel Forgings:** Steel forgings shall conform to AASHTO M 102, Class E. They shall be bored as specified in 615.4.9.2. A record of the annealing or normalizing changes shall be furnished showing the forgings in such charge, the melt or melts from which they were secured and the treatment they received.

**709.13.2-Steel Shafting:** Cold finished carbon steel shafting shall conform to AASHTO M169 Grades 1016 through 1030, inclusive, unless otherwise specified.

**709.14-STEEL CASTINGS:**

Steel castings shall conform to the requirements of AASHTO M 103, except steel produced by the converter process shall not be used. All steel castings shall be grade 65-35 (450-240). Sharp unfilleted angles or corners shall not be permitted.

## SECTION 712 GUARDRAIL AND FENCE

### 712.1 THROUGH 712.3-BLANK

### 712.4-GALVANIZED STEEL DEEP BEAM GUARDRAIL, FASTENERS AND ANCHOR BOLTS:

Galvanized steel deep beam guardrail, fasteners and anchor bolts shall conform to AASHTO M180, Type II, Class A.

### 712.5 THROUGH 712.7-BLANK

### 712.8-CHAIN-LINK FENCE:

Chain-link fence shall conform to the requirements of AASHTO M 181. Fence height, gage and details shall be as specified on the Plans.

### 712.9-ZINC-COATED (GALVANIZED) IRON OR STEEL FARM-FIELD AND RAILROAD RIGHT-OF-WAY WIRE FENCING:

This fencing shall meet the requirements of AASHTO M 279 and details shown on the Plans. Either of the following styles and coating classes may be used.

1. Style 1047-6-9 with Class 1 coating
2. Style 1047-6-11 with Class 3 coating

Zinc coating for miscellaneous steel fittings and hardware shall conform to the requirements of AASHTO M 232. Zinc coating for clips used for securing fence or wire shall conform to AASHTO M 279, Class 1 coating.

### 712.10-COATED STEEL BARBED WIRE:

Barbed wire shall meet the requirements of AASHTO M 280, Class I or AASHTO M 305, Type I.

### 712.11-SAFETY FENCE:

Safety Fence shall be orange in color, commercially manufactured from UV stabilized high-density polyethylene or a suitable substitute approved by the Engineer.

To reference the 2010 WVDOT Standard Specifications for Roads and Bridges visit the following site:

<http://www.transportation.wv.gov/highways/contractadmin/specifications/Documents/2010%20Standard%20Specifications%20Roads%20and%20Bridges/Complete%20Publications/2010StandardRoadsnBridges.pdf>

# 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** \_\_\_\_\_