



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
7011C008

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/16/2011				

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		720-33		
<p>FUEL PUMPS AND DISPENSERS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE FUEL PUMPS AND DISPENSERS PER THE ATTACHED SPECIFICATIONS.</p> <p>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 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/10/2011 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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 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
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						
..... 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						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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 BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

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<p>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 CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

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<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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>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>						

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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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011C008</p> <p>BID OPENING DATE: 03/24/2011</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> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 7011C008 ***** TOTAL: _____</p>						

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RFQ#: 7011C008
Request for Quotation
Specifications

Purpose: To establish an open end contract to provide the West Virginia Division of Highways with fuel pumps and fuel pump dispensers

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.0 SCOPE OF WORK

The successful Vendor shall provide fuel pumps and dispensers per the specifications herein.

2.1 Technical Requirements:

2.1.1: AST Fleet Fuel Dispenser

Shall be GASBOY Model 9823 KF Astra, or equal, and shall be complete with all necessary plumbing, electrical hardware, including wiring switches, controls, and all necessary accessories required to connect unit to above ground storage tank according to all state and federal guidelines. Fuel pumps shall also have a capability of being converted to metric with the change of computer chip and board decal. Fuel pump shall be UL listed and FCC approved. The Vendor shall furnish any technical engineering

service which may be needed to ensure the proper installation at no extra cost to the WVDOH.

Additional Requirements: The AST Fleet Fuel Dispenser shall meet the following minimum requirements:

- a. Regulatory Approvals: UL and W/M Listed
- b. Motor: 1 HP Continuous Duty minimum 115 VAC/(60) HZ
- c. Meter: CFT flow through positive displacement, four pistons accurate to 0.25%
- d. Filter: Integrated internal spin on filter
- e. Housing & Cabinet: Painted G90 galvanized steel
- f. Finish: White hydraulic cabinet, black remote register, blue Tedlar Faceplate
- g. Flow Rate: 20 GPM minimum
- h. Remote Electronic Register: Volume only front display 1" back lighted LCD Maximum 999.000 gallons. Electronic totalizer is displayed on LCD by magnetic switch. Reads up to 999999 battery backed totalizer, activated without the removal of panels.
- i. Discharge: 1" NTP black iron
- j. Nozzle Boot: Front mount flips up to activate pump
- k. Mechanical Totalizers: For pump unit cabinet Mechanical non-resetable reads up to 9999999

2.1.2 Fuel Dispenser

Shall be GASBOY Model 9853 KF Atlas, or equal, and shall be complete with all necessary plumbing, electrical hardware, including wiring switches, controls, and all necessary accessories required to connect unit to underground storage tank according to all state and federal guidelines. Fuel pumps shall also have a capability of being converted to metric with the change of computer chip and board decal. Fuel pump shall be UL listed and FCC approved. The Vendor shall furnish any technical engineering service which may be needed to ensure the proper installation at no extra cost to the WVDOH.

Additional Requirements: The Fuel Dispenser shall meet the following minimum requirements:

- a. Regulatory Approvals: UL and US Weights and Measures for resale of fuel
- b. Motor: 3/4 HP minimum Continuous Duty 115 VAC/(60) HZ
- c. Pump Unit: Rotary Vane with integrated air separator and self priming built into pump casting
- d. Meter: Four piston, positive displacement flow through CFT meter bolster resistant to fuel contamination with self cleaning chambers.
- e. Filter: Integrated internal spin on filter
- f. Cabinet & Finish: 13 gauge galvanized steel frame for superior corrosion resistance to fuel contamination with self cleaning chambers.
- g. Flow Rate: 15 GPM minimum
- h. Electronic Display Register: Volume only front display 1" back lighted LCD Maximum 999.000 gallons both front and back of cabinet.
- i. Electronic Totalizer: Battery backed electronic with magnetic actuator and should not require panels to be removed to activate totalizer
- j. Discharge: 1" NTP black iron
- k. Nozzle: Automatic nozzle unleaded type
- l. Hose: 3/4" x 12' hose
- m. Mechanical Totalizers: Each unit shall have an 8 digit non-resetable electromechanical totalizer.

2.1.3 Vendors bidding "or equal" merchandise must provide complete manufacturer's literature demonstrating adherence to the mandatory requirements contained herein.

2.2 Freight

2.2.1 All shipments are to be FOB Destination.

2.2.2 The Vendor shall be responsible for all freight charges incurred as a result of the purchases under this Contract. For orders where expedited delivery is requested and authorized by the Agency, the Vendor may invoice for these charges provided that it will be given as a "pass through" cost to the Agency. No mark up shall be permitted for expedited delivery. See Section 4.2.3 for more information.

2.3 Delivery

2.3.1 Deliveries shall be made to the WVDOT locations listed on Attachment A.

2.3.2 Release Orders shall be delivered in a maximum of three (3) working days. If the vendor is unable to deliver within five (5) working days, the Agency may purchase the required merchandise on the open market upon the approval of the Director of the WVDOT Equipment Division or the District Equipment Supervisor (or their designee). All open market purchases shall be made in accordance with the Department of Administration, Division of Purchasing Regulations. **Any changes from the indicated delivery schedule without prior written approval of the WVDOT may be cause for cancellation.**

2.3.3 All deliveries of merchandise and/or shipping documents at each WVDOT location must be properly marked on the outside of the carton showing the WVDOT Release Order Number/Contract Number. Any material delivered without this information on the outside of the carton or on the documents will be returned to the Vendor at the Vendor's expense.

2.3.4 The Vendor shall maintain, in his warehouse, adequate stock to supply the needs of WVDOH at all times.

2.3.5 A restocking charge can only be attached by the vendor with prior mutual consent of the Agency and the Vendor.

2.3.6 Delivery is an integral part of this contract and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of

Purchasing and the Vendor of unsatisfactory performance in the execution of this contract and the requirements herein.

2.4 Warranty

2.4.1 The Vendor shall provide a minimum of 2 Year warranty on all merchandise.

2.4.2 All warranty claims that require field service shall be performed by the vendor at no cost to the Agency.

3.0 MINIMUM QUALIFICATIONS

3.1 The vendor shall meet all Federal and State Laws and Regulations concerning Hazardous Chemicals.

3.2 The Vendor shall provide a proper and current Material Safety Data Sheet (MSDS) and shall forward with shipment to the Equipment Division located in Buckhannon, West Virginia. The Vendor shall also furnish the State and/or its agencies additional MSDS as requested. By signing and dating this bid, the Vendor agrees to these conditions.

4.0 ORDERING AND INVOICING

4.1 Release Orders

4.1.1 For all orders, the Agency will issue to the Vendor a WV-35 Release Order. Issuance of the Release Order shall contain the type of merchandise to be purchased and shall serve as the authorization to begin work. No work other than that specified in the Release Order shall be undertaken by the Vendor.

4.1.2 Release Orders may be placed by any or all of the WVDOH locations listed in Attachment A.

4.1.3 Release Orders must not be held by the Vendor until a maximum order point is reached.

4.2 Payment

4.2.1 The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The Vendor must accept the State of West Virginia purchasing card for payment of all orders placed against this Contract.

4.2.2 The Vendor must supply a credit card receipt, sales receipt, or cash register receipt. Charges must not be applied until merchandise is received by the Agency.

5.0 AWARD

Contract will be awarded complete and not split.

ATTACHMENT A

7011C008

Equipment Division

WV Division of Highways
PO Box 610
Buckhannon, WV 26201
ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways
D-1
1340 Smith St.
Charleston, WV 25301
Attn: Melissa Mullens

WVDOT/Divison of Highways
D-2
Po. Box 880
Huntington, WV 25712
Attn: Keith Chapman

WVDOT/Division of Highways
D-3
626 Depot St.
Parkersburg, WV 26101
Attn: Mark Kimes

WVDOT/Division of Highways
D-4
P.O. BOX 2570
Clarksburg, WV 26301
Attn: John Bartlett

WVDOT/Division of Highways
D-5
PO BOX 99
BURLINGTON, WV 26710
Attn: Pat Broadhurst

WVDOT/Division of Highways
D-6
1 DOT Drive.
Moundsville, WV 26041-2353
Attn: Carol Ryan

WVDOT/Division Highways
D-7
Drawer 1228
Weston, WV 26452
Attn: Melissa Jordan

WVDOT/Division of Highways
D-8
PO Box 1516
Elkins, WV 26241
Attn: Debbie Barnett

WVDOT/Division of Highways
D-9
103 ½ Church Street
Lewisburg, WV 24901
Attn: Keith Brown

WVDOT/Division of Highways
D-10
270 Hardwood Lane
Princeton, WV 24740
Attn: Tommy Camden

RFQ#: 7011C008
Cost Sheet

Please complete the below cost sheet and note Manufacturer and Model bid. Vendors submitting "or equal" bids should include Manufacturer's literature with the completed cost sheet.

Description	Manufacturer	Model/Part No.	Cost
			Each
GASBOY Model 9823 KF Astra (or equal)			\$
GASBOY Model 9853 KF Atlas (or equal)			\$

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: 7011C008

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 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 _____