



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
8511C2047

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
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		400-15		
<p>FLAT SHEET AND PRE-CUT ALUMINUM</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 FLAT SHEET AND PRE-CUT ALUMINUM FOR USE IN THE MANUFACTURING OF HIGHWAYS SIGNAGE 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 03/28/2011 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 _____

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).



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
8511C2047

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>.....</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'



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
8511C2047

PAGE
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DATE						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</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'



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
8511C2047

PAGE
4

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

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
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</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 LABELLED 'VENDOR'



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
8511C2047

PAGE
5

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
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 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, ALTERATIO 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, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. C. "UNITED STATES" MEANS THE UNITED STATES OF		

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'



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
8511C2047

PAGE
6

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
03/09/2011				
BID OPENING DATE: 04/06/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.		
				REV. 10/01/01		
				PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
8511C2047

PAGE
7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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>						

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'



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
8511C2047

PAGE
8

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
03/09/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 8511C2047</p> <p>BID OPENING DATE: 04/06/2011</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 8511C2047 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

Packaging: All aluminum sheets to be interlaced with a suitable paper that will not contaminate the aluminum and packed in crates/pallets not to exceed 2,000 pounds. Each crate/pallet of aluminum shall be suitable wrapped in waterproof paper. Asphalt impregnated paper will not be permitted. The crates/pallets must be of suitable construction to withstand normal handling and must be free of dirt, oil, grease and all foreign matter. If shipped motor freight, crates or pallets shall not be stacked more than five (5) parcels high. A piece of cardboard or paper shall be placed and secured under the strapping at the top of each individual stack of sheets. The top of this piece of cardboard or paper is to be marked with the size of the sheets including in the stack, and the quantity of sheets in the stack. Varying size sheets shall not be mixed in a particular stack.

Class III – Aluminum Pre-Cut Fabrication and Packaging:

Description: All blanks to be commercially flat, free from waves, scratches and buckles, corrosion, analysis markings, heat or oil stains, or any blemish which will prevent finishing to a bright uniform surface by a light cleaning process (bright dip), which prepares aluminum blanks for the application of paint, reflective sheeting, electro-cut sheeting, etc. All blanks are to be free of oil and grease, and must be dry and not contaminated with waxes or dirt. Plugged holes will not be accepted. The edges and corners of the aluminum blanks are to be smooth, deburred and free of dents and deformation.

Packaging: All aluminum blanks are to be packed in crates/pallets not to exceed 2,000 pounds. No stacks shall contain more than 500 ea. blanks due to storage rack space limitations.

- 0.080 blanks larger than 7.21 square feet (and up to 18 square feet) shall be 100 ea. maximum per pallet.
- 0.080 blanks less than 7.21 square feet shall be 250 ea. maximum per pallet, with the exception of blanks that are no more than 3.6 square feet.
- 0.080 blanks up to 3.6 square feet shall be 500 ea. maximum per pallet.
- Stacks shall not be larger than the maximum allowed, as shown on the bid schedule.

To prevent scratching and damage to individual sheets, the stacks of aluminum blanks shall be banded to the crate/pallet securely enough to prevent shifting between individual sheets during shipping. Each crate/pallet of aluminum shall be suitably wrapped in waterproof paper. Asphalt impregnated paper will not be permitted. The crates/pallets must be of a suitable construction to withstand normal handling and must be free of dirt, oil, grease and all foreign matter. If shipped motor freight, crates or pallets shall not be stacked more than (5) parcels high. A piece of cardboard or paper shall be placed and secured under the strapping at the top of each individual stack of blanks. The top of this piece of cardboard or paper is to be marked with the size of the blanks including in the stack, and the quantity of blanks in the stack. Varying size blanks shall not be mixed in a particular stack.

Flatness Tolerances and Hole Punching / Corner Radius Requirements:

All Class II aluminum sheeting shall meet a tolerance for buckles and edgewaves of not more than 3/8".

All Class III aluminum Pre-Cut blanks shall meet the following maximum tolerances for buckles and edgewaves based on square footage. Both the long and short dimensions of each sign blank shall meet the following tolerances:

-Less or equal to 4 Sq Ft	= 3/16"
-Greater than 4 Sq Ft, but less or equal to 6 Sq Ft	= 5/16"
-Greater than 6 Sq Ft	= 3/8"

Hole punching, if required, shall be per the reference noted on the Bid Schedule. All corner radiuses shall be 1-1/2" or in accordance with the FHWA publication "Standard Highway Signs", latest edition. Class II material shall not have holes or corner radiuses. Class III octagons, Interstate shields, and US Route shields shall not have corner radiuses.

Shop Drawing Requirement for WVDOH Orders

Shop drawing submittal and approval will be required for orders **if indicated on the Release Order**. If required, the vendor shall submit eight (8) sets of shop drawings for the Agency's approval. The vendor shall not deliver any material until receipt of approved shop drawings. Shop drawings for WVDOH orders, when required, shall be sent to the following address. Shop drawing delivery address for other Agencies shall be indicated on the Release Order:

WV Division of Highways
Traffic Engineering Division
Building 5, Room A-550
1900 Washington Street, East
Charleston, WV 25305
ATTN: Bruce Miller

Availability of Standard Details and Specifications

The WVDOH Standard Specifications and WVDOH Standard Details referenced in this contract may be obtained by contacting the West Virginia Division of Highways Engineering Division at 304-558-2830, or may be viewed online at the following web address:

<http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx>

Direct link to the Standard Specifications is as follows:

<http://www.transportation.wv.gov/highways/engineering/Specifications/2003/Y2KSpecB.pdf>

Direct link to the referenced Standard Details is as follows:

<http://www.transportation.wv.gov/highways/engineering/StandardDetails/Vol2/1998english/1998SD2e.pdf>

Material Returns

If required by the Agency, the Vendor shall be required to arrange for the return of any materials rejected by the Agency upon inspection after delivery due to incorrect punching of the blanks, or any other inferiorities determined to be in non-conformance with the Contract Specifications. These materials shall be picked up and replacement material shall be delivered to the Agency within 30 Calendar Days after notification is provided by the Agency. Charges against the Vendor may be assessed per the following chart per calendar day beyond 30 days from the date of notification until acceptable replacement materials are delivered in full. The daily penalty shall be based on the original order amount, and not the Contract value of only the materials to be replaced.

TOTAL PO RELEASE VALUE		DAILY CHARGE
FROM MORE THAN	TO AND INCLUDING	PER CALENDAR DAY
\$0	\$ 25,000.00	\$ 120.00
\$ 25,000.00	\$ 100,000.00	\$ 150.00
\$ 100,000.00	>\$100,000.00	\$ 290.00

Shipping Information

All crates/pallets must be clearly marked with quantity and size of sheets contained in crate or on pallet. All materials must be tarped and shipped via flat bed truck. Materials shipped via enclosed truck or box van will be refused. A packing slip shall accompany each delivery. Acceptance of material will be based on normal testing procedures of the WVDOH. This may require certifications and/or random samples.

Correctional Industries Delivery- Due to security requirements and unloading scheduling at the Mount Olive Correctional Complex, Vendors shall notify Correctional Industries at least 48 hours prior to delivery. Vendors may call the prison at (304) 442-5958.

Division of Highways Delivery- All shipments to the Division of Highways must be made between the hours of 7:30AM and 3:00PM. Agency personnel shall be advised at least 48 hours in advance of delivery. Vendors may notify Traffic Engineering at (304) 558-3063, or the Central Sign Shop at (304) 558-6356.

All materials shall be delivered in full within 45 days ARO. Late delivery charges against the Vendor may be assessed per the chart shown in the Material Returns Section per calendar day after 45 days ARO until the order is completed in full. The daily penalty shall be based on the original order amount, and not the Contract value of only the materials not yet delivered.

The minimum order for free shipping is 10,000 pounds. For orders less than 10,000 pounds, the Vendor may add actual shipping costs (prepaid) to the invoice as a separate item. In this case, the Vendor shall attach a copy of the freight bill to the invoice sent to the Agency.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by the needs of the using agencies and may be increased or decreased.

STATE ALUMINUM TYPE TO BE SUPPLIED UNDER THIS CONTRACT (6061-T6 OR 5052-H38)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	Amount	DOH INVENTORY SUBCODE
CLASS II - ALUMINUM FLAT SHEET								
TYPE A : 0.080 GAUGE								
1	80	1-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			030-218144
2	30	2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			224144
3	80	2-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			230144
4	30	3 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			236144
5	50	3-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			242144
6	20	4 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			248144
7	20	5 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #			260144
CLASS II - ALUMINUM FLAT SHEET								
TYPE B : 0.040 GAUGE								
8	30	4 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES		2000 #			148144
9	20	5 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES		2000 #			160144
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE								
10	20	6 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.			031-000630

* TP1-1 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	Amount
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
11	800	9 IN X 24 IN VERTICAL RECTANGLE	TP1-4		500 EA.		031-000924
12	20	9 IN X 30 IN VERTICAL RECTANGLE	TP1-4		500 EA.		000930
13	20	9 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.		000930
14	170	9 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)		500 EA.		000942
15	320	9 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)		500 EA.		000948
16	200	12 IN X 18 IN VERTICAL RECTANGLE	TP1-4		500 EA.		001218
17	1000	12 IN X 24 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.		001224
18	240	12 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		500 EA.		001230
19	1300	12 IN X 36 IN RECTANGLE	SPECIAL DETAIL		500 EA.		001236
20	20	12 IN X 48 IN VERTICAL RECTANGLE	TP1-4		250 EA.		001248
21	800	15 IN X 21 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.		001521
22	30	15 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.		001530
23	180	15 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		001536

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	Amount
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
24	800	15 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		031-001542
25	700	15 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		001548
26	140	15 IN X 54 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		001554
27	30	15 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		001560
28	200	18 IN X 18 IN SQUARE	TP1-2		500 EA.		001818
29	200	18 IN X 18 IN DIAMOND	SPECIAL DETAIL		500 EA.		001818
30	500	18 IN X 24 IN VERTICAL RECTANGLE	TP1-4		500 EA.		001824
31	20	18 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		250 EA.		001830
32	200	18 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		001836
33	20	21 IN X 28 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.		002128
34	1800	24 IN X 24 IN SQUARE	TP1-2		250 EA.		002424
35	1800	24 IN X 30 IN VERTICAL RECTANGLE	TP1-4		250 EA.		002430
36	120	24 IN X 36 IN VERTICAL RECTANGLE	SPECIAL DETAIL		250 EA.		002436

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	Amount
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
37	520	24 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.		031-002448
38	20	24 IN X 72 IN HORIZONTAL RECTANGLE	NO HOLES		100 EA.		002472
39	1100	30 IN X 30 IN DIAMOND	TP1-2		250 EA.		003030
40	1100	30 IN X 30 IN SQUARE	TP1-2		250 EA.		003030
41	200	30 IN X 36 IN VERTICAL RECTANGLE	TP1-4		100 EA.		003036
42	350	30 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.		003048
43	20	30 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.		003060
44	280	36 IN X 36 IN DIAMOND	TP1-2		100 EA.		003636
45	280	36 IN X 36 IN SQUARE	TP1-2		100 EA.		003636
46	20	36 IN X 45 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW "M" SERIES DETAIL)		100 EA.		003645
47	130	36 IN X 48 IN VERTICAL RECTANGLE	TP1-4		100 EA.		003648
48	20	36 IN X 60 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		100 EA.		003660
49	370	48 IN X 48 IN DIAMOND	TP1-2		100 EA.		004848
50	20	48 IN X 60 IN VERTICAL RECTANGLE	TP1-4		100 EA.		004860
51	20	24 IN X 24 IN INTERSTATE SHIELD	FEDERAL		250 EA.		022424

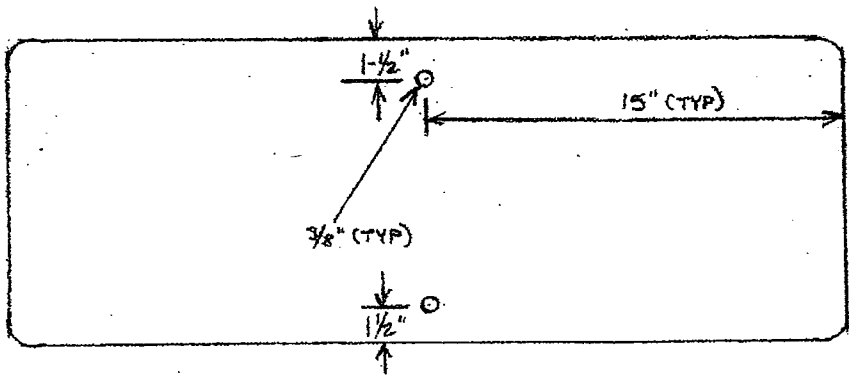
* TP1-1 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

BID SCHEDULE (CONTINUED)

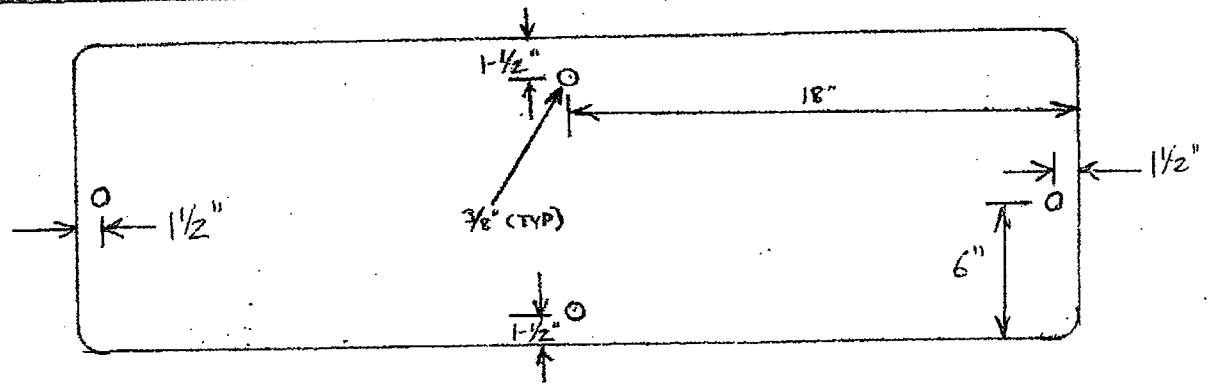
ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	Amount
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
52	20	24 IN X 30 IN INTERSTATE SHIELD	FEDERAL		250 EA.		031-022430
53	20	36 IN X 36 IN INTERSTATE SHIELD	FEDERAL		100 EA.		023636
54	20	36 IN X 45 IN INTERSTATE SHIELD	FEDERAL		100 EA.		023645
55	80	36 IN X 36 IN X 36 IN TRIANGLE	TP1-1		250 EA.		043636
56	20	48 IN X 48 IN X 48 IN TRIANGLE	TP1-1		250 EA.		044848
57	70	30 IN X 30 IN PENTAGON	FEDERAL		250 EA.		053030
58	30	36 IN X 36 IN PENTAGON	FEDERAL		100 EA.		053636
59	50	36 IN X 48 IN X 48 IN PENNANT	TP1-2		250 EA.		063648
60	60	36 IN CIRCLE	TP1-2		250 EA.		073600
61	330	18 IN X 18 IN OCTAGON	SPECIAL DETAIL		500 EA.		081818
62	1600	30 IN X 30 IN OCTAGON	TP1-1		250 EA.		083030
63	200	36 IN X 36 IN OCTAGON	TP1-1		100 EA.		083636
64	20	48 IN X 48 IN OCTAGON	TP1-1		100 EA.		084848
65	20	24 IN X 24 IN US ROUTE SHIELD	NO HOLES		250 EA.		022424
66	20	36 IN X 36 IN US ROUTE SHIELD	NO HOLES		100 EA.		023636
67	20	24 IN X 30 IN US ROUTE SHIELD	NO HOLES		250 EA.		022430
68	20	36 IN X 45 IN US ROUTE SHIELD	NO HOLES		100 EA.		023645

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

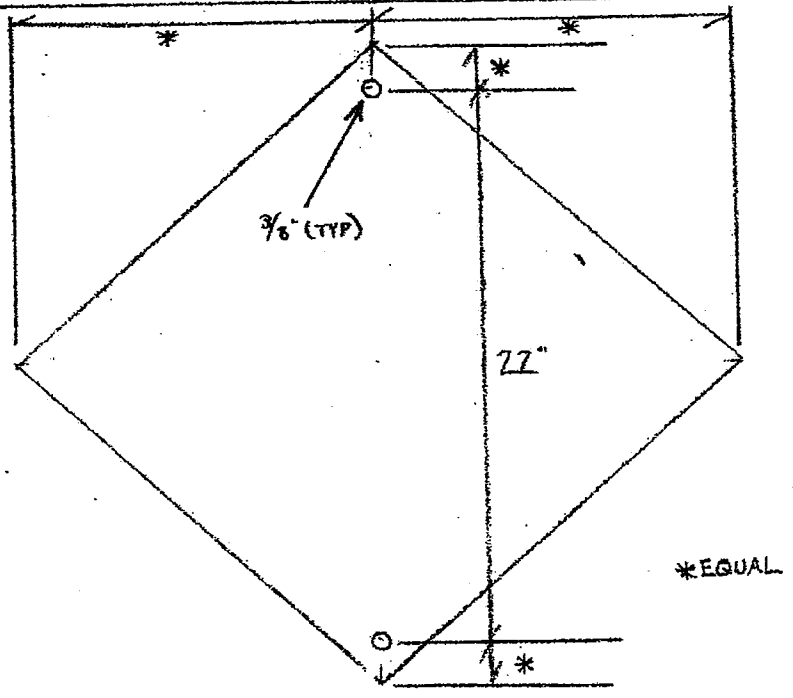
TOTAL \$ _____



ITEM NUMBER 18

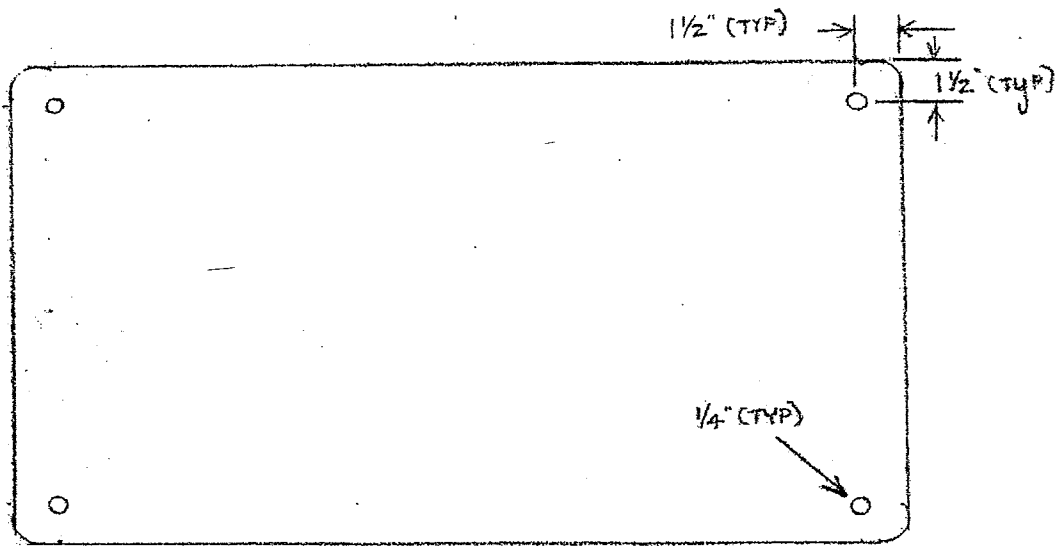


ITEM NUMBER 19

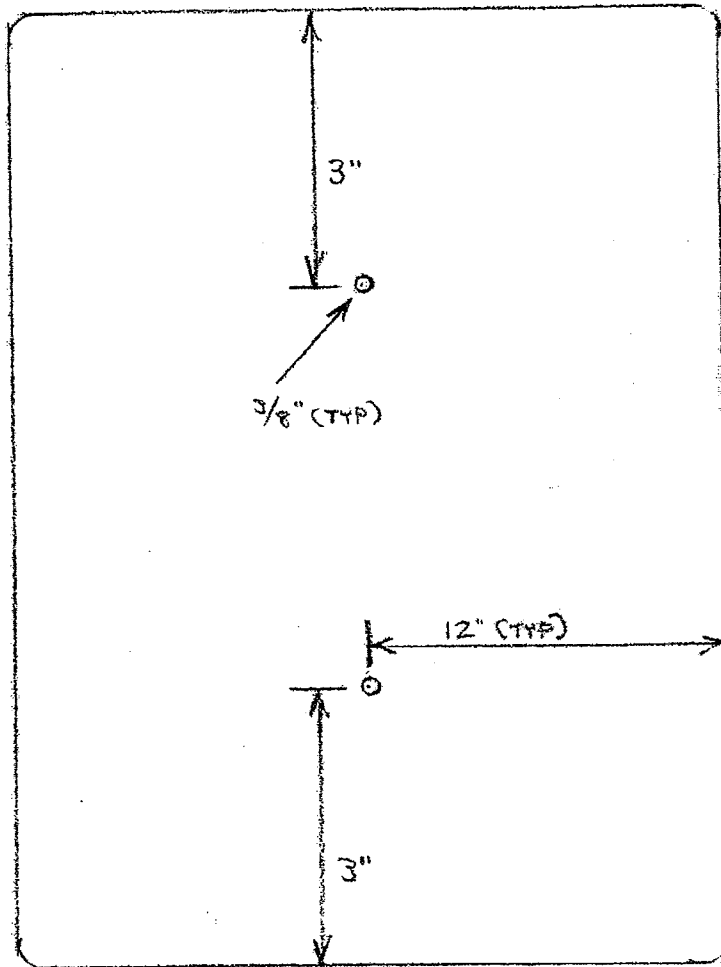


ITEM NUMBER 29

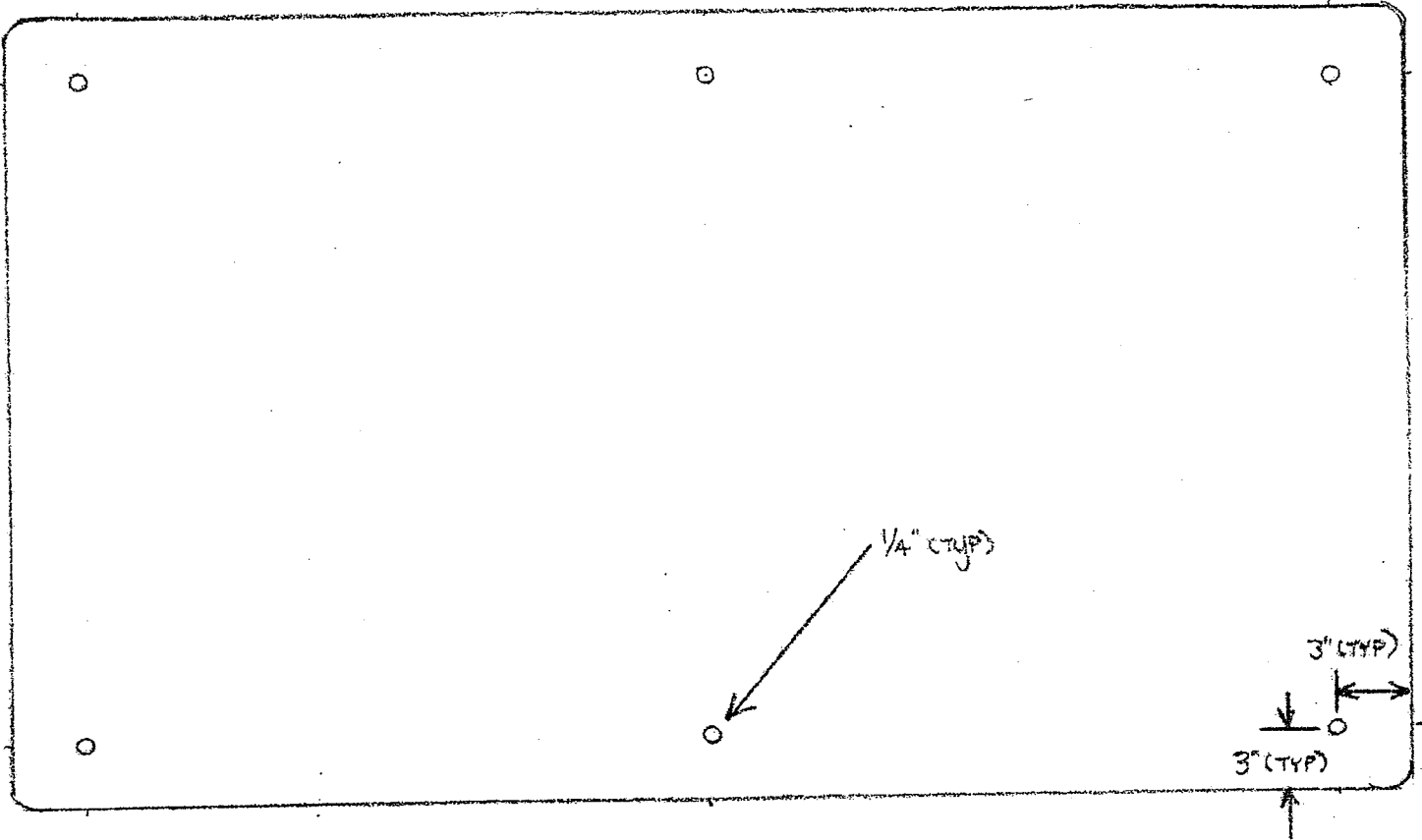
*EQUAL



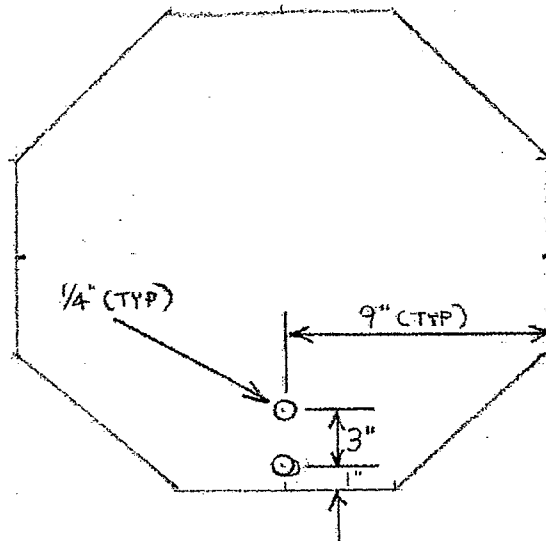
ITEM NUMBER 31



ITEM NUMBER 36



ITEM NUMBER 48



ITEM NUMBER 61

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. 8511C2047

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

