



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
DNR211135

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3397**

DATE PRINTED 03/09/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/12/2011 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-70		
<p>LABELS (SPECIAL), PRINTING OF</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH HUNTING AND FISHING STAMPS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 03/21/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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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<p>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 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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 DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p 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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: 44</p> <p>RFQ. NO.: DNR211135</p> <p>BID OPENING DATE: 04/12/2011</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 DNR211135 ***** TOTAL:</p>						

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Wildlife Resources Section Hunting & Fishing License Stamps

The West Virginia Division of Natural Resources is requesting bids for the purchase of hunting and fishing license stamps to be used with the paper license application sales. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

General Specifications:

Stamp Size & Numbering:

Each stamp will be 1" wide by 2" long. Each class of stamp shall be numbered sequentially beginning with the number 1 and will have the like number to be printed on the backing strip from which each stamp is pulled. Type Style: Midget Gothic, approximately 1/8". Guarantee of sequential numbering and missing or duplicate numbers must be provided.

Sheets:

Stamps to be printed on 6 1/2" X 11" sheets. The class, name, and year of stamps will be printed at the top of each strip. 20 stamps per sheet, 10 stamps per strip where indicated and 10 stamps per sheet, 5 stamps per strip where indicated. Each sheet of stamps will have a vertical perforation enabling the separating of a sheet into two equal strips of stamps. Each backing strip will contain 3-ring binder holes on the left side to fit standard 3-ring binder. There will be no printing on back side of sheets. The stamps will be die cut on sheet making removal of each stamp easy, and there will be no removal of waste from around stamps. Wording on the stamps identifying the class of stamp, year, and price will be of no more than two colors with background colors used being of 29 different color coded inks to be selected at time of printing.

Material:

Stamps to be made of pressure sensitive waterproof latex impregnated 62 lb pli-a-print material or equal. Must be treated or coated on reverse side as necessary to prevent bleeding through of adhesive on the back side of stamps. Stamps must be able to be signed in ink without fading, smudging or smearing. Proof(s) must be furnished upon request prior to award.

DNR21135
Wildlife Resources Section
Hunting & Fishing License Stamps

Quantities:

Quantities listed in the requisition are approximations only, based on the estimates supplied by the State Spending Unit. It is understood and agreed upon that the contract shall cover the actual quantities ordered for delivery each year during the term of the contract. These annual quantities will be close to those shown in the initial purchase order, at least within 80%.

Packaging:

Shrink wrap. Both wraps and boxes must contain the beginning and ending numbers within the license class and first and last number must be visible in each wrap. All boxes to be sealed with security tape that contains the manufacturer's name to prevent unauthorized entry into boxes.

Delivery of Proofs and Stamps:

Stamps must be delivered to the Division of Natural Resources, Hunting and Fishing License Unit, 324 Fourth Ave, South Charleston, West Virginia 25303. Stamps must be delivered inside the building at a specified location to be determined upon arrival of the delivery vehicle. In instances where delivery of stamps is not as required, the spending unit may access liquidated damages in the amount of one (1%) per day to be deducted from the total purchase order.

Overruns may be accepted but will not be paid for.

Wording on stamps to be provided:

Information to be printed on stamps will be provided by Michael Ingram, Manager of the Hunting & Fishing License Unit. This information could change annually due to changes in license prices, new or discontinued stamps, and change in license year.

DNR21135
Wildlife Resources Section
Hunting & Fishing License Stamps

Damaged Items:

Damaged or defective items must be replaced at no additional expense to Wildlife Resources.

DNR211135-Division of Natural Resources
Wildlife Resources Section
Hunting Fishing License Stamps

Delivery must be made within thirty (30) days of order.

Item No:	Quantity SHEETS	Description	Unit Price Per / SHEET	Amount
1	1,600	CLASS A 2012 RESIDENT HUNTING AND TRAPPING STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
2	3,000	CLASS B 2012 RESIDENT FISHING STAMP 20 STAMPS PER SHEET 10 STAMPS PER STRIP		
3	4,500	CLASS X 2012 SPORTSMAN STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
4	500	CLASS XJ 2012 JR. SPORTSMAN STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
5	4,500	CLASS O 2012 RESIDENT TROUT STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
6	500	CLASS I 2012 NONRESIDENT NATIONAL FOREST STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
7	600	CLASS A-1 2012 SMALL ARMS-PISTOL STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
8	2,400	CLASS E 2012 NONRESIDENT HUNTING & TRAPPING STAMP 10 STAMPS PER SHEET, 5 STAMPS PER STRIP		
9	240	CLASS EE 2012 NONRESIDENT BEAR HUNTING STAMP 10 STAMPS PER SHEET, 5 STAMPS PER STRIP		
10	240	CLASS H 2012 NONRESIDENT SMALL GAME 6-DAY HUNTING STAMP 10 STAMPS PER SHEET, 5 STAMPS PER STRIP		
11	1,200	CLASS DS 2012 BEAR DAMAGE STAMP 10 STAMPS PER SHEET, 5 STAMPS PER STRIP		
12	800	CLASS OO 2012 NONRESIDENT TROUT STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
13	1,000	CLASS RB 2012 RESIDENT ADDITIONAL DEER-ARCHERY STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
14	1,200	CLASS RG 2012 RESIDENT ADDITIONAL DEER-GUN STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
15	240	CLASS RRB 2012 NONRESIDENT ADDITIONAL DEER ARCHERY STAMP 20 STAMPS PER SHEET, 10 PER STRIP		
16	300	CLASS RRG 2012 NONRESIDENT ADDITIONAL DEER-GUN STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
17	240	CLASS UU 2012 NONRESIDENT ARCHERY DEER STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
18	240	CLASS VV 2012 NONRESIDENT MUZZLE LOADER DEER STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
19	240	CLASS WW 2012 NONRESIDENT TURKEY STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
20	500	CLASS F 2012 NONRESIDENT FISHING STAMPS 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
21	4,000	CLASS CS 2012 RESIDENT CONSERVATION STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
22	2,000	CLASS CS/LE 2012 NONRESIDENT CONSERVATION STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
23	3,000	CLASS N 2012 RESIDENT ANTERLESS DEER STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
24	500	CLASS NN 2012 NONRESIDENT ANTERLESS DEER STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
25	240	CLASS XXJ 2012 NONRESIDENT JR. SPORTSMAN STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
26	240	CLASS BG 2012 RESIDENT BIG GAME STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
27	400	CLASS RM 2012 RESIDENT ADDITIONAL DEER-MUZZLE LOADER 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
28	240	CLASS RRM 2012 NONRESIDENT ADDITIONAL DEER-MUZZLE LOAD 10 STAMPS PER SHEET, 5 STAMPS PER STRIP		
29	2,000	CLASS LL 2012 NONRESIDENT 1-DAY FISHING STAMP 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		

DNR211135-Division of Natural Resources
 Wildlife Resources Section
 Hunting Fishing License Stamps

Delivery must be made within thirty (30) days of order.

36,660	SHEETS	GRAND TOTAL
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Quantity	REORDER OPTIONS:	Total Amount
100	Single Class Stamp Sheets	
200	Single Class Stamp Sheets	
500	Single Class Stamp Sheets	

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 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 _____