



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
WV11866

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302

 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2011				

BID OPENING DATE: 06/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-47		
<p>LASER PRINTERS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR TWO (2) HIGH SPEED MICR LASER PRINTERS 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 DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/24/2011 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 PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<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. 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</p>						

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<p>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> <p>BUYER: 44</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO.: WWV11866		
				BID OPENING DATE: 06/16/2011		
				BID OPENING TIME: 1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ WWV11866 ***** TOTAL: _____						

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**STATE OF WEST VIRGINIA
WORKFORCE WEST VIRGINIA
REQUEST FOR QUOTATION**

WWV11-866

(High Speed Printers)

General Information

1.1 Purpose:

WorkForce West Virginia "WFWV" is soliciting bids from qualified vendors to provide two (2) high-speed MICR laser printers and to provide monthly maintenance and replenishment contracts for each printer.

1.2 Project Overview:

The printers **must** provide backbone connectivity to all data center printers to accomplish three things: (see attachment I)

- (1) Provide better connectivity for IS&C mainframe print.
- (2) Provide means to be able to print from any remote location, allowing us to function as a Print Service Bureau to other entities.
- (3) Provide more versatile printing connectivity to accommodate Business Recovery.

The vendor will be entirely responsible for installation, implementation, and the transition of the system to Workforce West Virginia staff.

1.3 Environment and Infrastructure

The successful vendor will perform a walk-through immediately after the bid is awarded and will identify, in writing, any electrical, and/or environmental issues involving the proposed site and installation. Information **must** include, but will not be limited to, the following:

1. Number and types of electrical outlets required, with required voltages and amperages
2. Environmental requirements (air conditioning, etc.)
3. Telephone lines required for electronic support
4. Space Requirements
5. Any other environmental issues identified

Workforce West Virginia will be responsible for all environmental and electrical changes deemed necessary and agreed upon by Workforce West Virginia.

The vendor will review our existing networking and planned networking facilities to ensure they are sufficient for successfully connecting the procured equipment to our existing LAN and WAN.

Acceptance of our networking and planned networking installation and/or any changes necessary will be documented by the vendor in writing and presented to the Workforce West Virginia project manager.

Workforce West Virginia will be responsible for making networking changes deemed necessary and agreed to by Workforce West Virginia.

1.4 Project Management:

WFWV will name a qualified project manager, who will be responsible for assembling the Workforce West Virginia project team and will be the focal point of contact for all project issues.

The vendor **must** name a single point of contact to coordinate activities with designated Workforce West Virginia personnel for the duration of the project. The vendor's designated contact person will be the focal point of contact for Workforce West Virginia personnel.

1.5 Installation

Installation of the purchased equipment will be implemented on a staggered basis. The first unit will be installed, tested, and placed in operation. Once the implementation of the first printer has been accepted by WorkForce West Virginia (WFWV) the second printer will be installed. The vendor **must** perform the installation on-site, and verify connectivity and proper operation and be accepted by the Workforce West Virginia project team. Installation shall be deemed complete when all hardware and software components are installed, fully operational, tested, and printing customer data. Acceptance will be confirmed in writing by the WFWV project team.

The vendor **must** be responsible for the following:

1. Installation and implementation of the purchased equipment in a temporary location in the immediate vicinity of the equipment being replaced.
2. Installation of one (1) printer system
3. Installation of the operating systems of purchased equipment and all purchased software.
4. Patching the operating systems and all purchased software to the current level if applicable.
5. Successful configuration and connection to our existing network as defined in the RFQ.
6. All applications will be printed, tested, and verified as accurate and acceptable, including successful MICR reject test.
7. Installation of second printer and completion of testing.
8. The printers are to be installed on separate weekends starting Saturday morning and must be up and running by 7:00 am the following Monday morning. The second printer is to be installed on the following weekend. This gives us a chance to fully test the new printer. Dates of expected installation will be provided to the vendor through a Notice to Proceed once an award has been made.

9. First year maintenance for both printers will begin upon the date of acceptance of the second printer system by the WFWV project team utilizing the written approved change order process.

Vendor **shall** be responsible for testing the installed equipment. **All test results must** be documented in writing by the vendor and **must** be verified and accepted in writing by the Workforce West Virginia project team.

Test results **must** be documented in writing, presented to the Workforce West Virginia team for review, and subject to their written approval.

1.6 Documentation and implementation

Upon completion of installation and vendor testing, the vendor shall be required to provide Key operator documentation including the following:

1. Hardware documentation manuals
2. Software documentation manuals
3. Hardware configuration layout diagram
4. Key operator equipment maintenance documentation

After the Workforce West Virginia project team accepts the documentation, meetings **must** be scheduled as needed to discuss system turnover for support by Workforce West Virginia's Management Information Systems Division. The vendor **must** provide appropriate technical staff on-site for no less than one day while the operation and support of the installed systems is being transitioned to MIS staff members.

Printer Specifications

- (1) Solution must have a minimum Sun Ultra 45 Print Controller or equal, 1.6 GHz UltraSPARC III processor, 1GB memory, 250 GB hard drive, CD-RW/DVD-ROM drive, Ethernet interface (10,100,1000 Base T), Solaris 10 operating system, Adobe high-speed rip.
- (2) Document Buffer – 10,000 pages, automatic page level recovery, and queue print ready jobs for minimal inter-job delay.
- (3) Printer must support TCP/IP with Ethernet connectivity.
- (4) Solution must provide support for Adobe PostScript 3, Adobe PDF 1.6, HP-PCL 6, TIFF group4, ASCII, and LCDS data streams with embedded DJDE's
- (5) Printer solution must support Windows NT OS 4.0, 2000, XP, Macintosh OS X, and UNIX/LPR print.

- (6) Printer solution must be compatible with all existing printer resources to accommodate Workforce Development's defined need of redundancy among all other data center printers (see specification 5).
- (7) The printer solution must support all existing Elixir forms and resources.
- (8) The printer solution must be compatible with all existing LCDS embedded form and resources calls within the data stream from the mainframe.
- (9) Each printer must have a duty cycle capable of printing up to 5 million impressions per month.
- (10) Each printer must print at a minimum of 150 impressions per minute (simplex), field upgradeable to 300 images per minute (duplex).
- (11) Printers must support 600 DPI.
- (12) Printers must support simplex and duplex operation.
- (13) Printers must support paper weights from 16 lb. to 110 lb. index, expandable to 150 lb. index.
- (14) Printers must support paper sizes from 8"x9" to 18"x14".
- (15) Printers must support label stock, pre-perforated stock, and pre-drilled paper.
- (16) Each printer must have a least 6 input trays – totaling 8,000 sheets, expandable to 9 input trays – 12,000 sheets.
- (17) All paper trays must utilize air knife / vacuum feed system to reduce paper misfeeds and improve reliability.
- (18) Each printer must have capability to add the optional post fuser inserter (3 input trays, 4,000 sheets).
- (19) Printers must have waist-high, straight paper path for simplex operation.
- (20) Printers must have active registration for both in-track and cross-track up to .030 inch.
- (21) Printer imaging system must be "write black" for superb image quality.
- (22) Prefer printers have removable MICR feature to save on ink costs.
- (23) Prefer printers have self-cleaning coronas.
- (24) Printers must have finisher with a maximum 100 sheet (20lb. bond) stapling capability. Finisher must stack 3,000 sheets with off-set capability (staple or non-staple mode).
- (25) Printers must support multi-position staple capability.
- (26) Each printer must have a 5,000 sheet stacker unit with two removable dollys -with capability to add 2 additional stacking units for a total of 15,000 sheets (must have off-set stacking capability).
- (27) Stacker must be fully integrated page level recovery.
- (28) Printers must support load / unload while running.
- (29) The proposed solution must have a centralized printer controller interface with the capability of capturing and managing mainframe and network jobs.
- (30) The proposed system must provide turn-key emergency back-up for the hardware and software solution.
- (31) Solution must have the option of storing and retrieving all required LCDS/Metacode resources either on a centralized control system or a secured network repository.
- (32) Solution must consolidate all existing resource libraries into one master library.
- (33) Proposed solution must be able to split jobs and route to authorized postscript printers.
- (34) Proposed solution must be able to reprint jobs in its entirety or by page range. The production staff must be able to initiate their own page-level reprints without recomposing or initiating actions on the mainframe.
- (35) Proposed solution must have the capability to route color network applications as well as mainframe color applications to color network printer.
- (36) The printer solution must have the capability to quickly resume printing from an interruption and reprint the affected page.

- (37) The successful vendor must provide analyst support with Elixir Forms Design training and mainframe programming experience utilizing current legacy LCDS data streams (Line Conditioned Data Streams). Analyst must have a minimum of two references detailing customer experience in a LCDS mainframe environment using DJDE (Dynamic Job Descriptor Entries) and JSL (job Source Language) programming to design and maintain Elixir form calls. Preference may be given to vendor with detailed knowledge of Workforce West Virginia's application workflow, environment, and infrastructure.
- (38) Vendor must provide local service with a minimum of 2 locally trained service technicians.
- (39) Vendor must provide (1) hour call back, and (4) hour on-site support.
- (40) Vendor must provide 24 hour per day domestic customer hotline support.
- (41) Vendor must provide on-site analyst technical support as needed.
- (42) Vendor must provide one (1) day consisting of 7.5 hours of on-site training for three (3) staff members.
- (43) Vendor must provide (3) shift, (7) day per week service coverage.
- (44) Vendor must provide monthly printer maintenance and monthly account reviews in person to Cost Center Manager and Data Center Supervisor.
- (45) Proposed equipment must be newly manufactured, not remanufactured or used. The proposed equipment warranty will include all machine operating system software, printer controller software, as well as all future software updates and technical phone support for a period of five (5) years.
- (46) Proposed equipment must fit within the footprint of - 4 foot by 14 foot
- (47) Vendor shall provide annual maintenance costs: Monthly Charges, pages included. Overages - Cost per page.

**COST SHEET FOR WWV11866
HIGH SPEED PRINTERS**

Name of Proposing Firm or Vendor:

	Each	Quantity	Extended Cost A
All Printer Hardware & Software		2	
Installation		2	
Software Updates Per Year		2	
Five Year Warranty		2	
Monthly fixed Replenishment Cost (Except Paper) not to exceed 2.5		2	
*Replenishment Cost per click for clicks exceeding 2.5 million per month		5,000 x 2	
			Total:

	Each	Quantity	Extended Cost B
First Year Maintenance		2	
Second Year Maintenance		2	
Third Year Maintenance		2	
Fourth Year Maintenance		2	
Fifth Year Maintenance		2	
		2	Total:
Grand Total = Extended Cost A + Extend Cost B = _____			

* Estimates given are for bidding purposes only. Actual quantities will vary.

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 _____

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.