



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
 6612C005

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
07/28/2011				

BID OPENING DATE: 08/17/2011 BID OPENING TIME 01-30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		150-86		
STEEL FRAMED BUILDING ROOF SYSTEM REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT 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 ALL MATERIALS FOR SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED BUILDING ROOF SYSTEMS TO VARIOUS BUILDING SITE LOCATIONS PER THE ATTACHED SPECIFICATIONS, EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE ON THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

SHIP TO

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 VARIOUS LOCALES AS INDICATED
 BY ORDER

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07/28/2011				

BID OPENING DATE: 08/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 RETAINED BY THE SPENDING UNIT.</p>						

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PROPERTY

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<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>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.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p>						

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VENDOR

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 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ 6612C005 ***** TOTAL:						

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1. SCOPE OF WORK

The purpose of this contract is to supply all materials for single span truss arch fabric covered steel framed building roof systems to various building site locations throughout the State of West Virginia. Quantities specified in Section 8 Bid Schedule are estimated quantities. Actual quantities and building site locations will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required.

2. DESCRIPTION

The Division of Highways will perform all site preparation and construct the reinforced concrete walls of the building. All materials for the building roof systems shall be delivered to the building site and Division of Highways personnel will perform or contract the installation. The successful bidder must provide a technical expert to the Division of Highways during installation of the roof system; refer to Section 4, Qualifications.

3. SPECIFICATIONS

The wall height is twelve feet (12') above finish floor elevation. The minimum wall thickness is twelve inches (12"). The minimum clearance required at the apex of the arch shall be as follows:

72' X 140' – 39'
 72' X 100' – 39'
 55' X 100' – 37'
 40' X 64' – 26'

Basic design loads include 90 mph wind load and ground snow load of 35 PSF in addition to the dead and live loads. The load combinations shall be as specified in the applicable building code(s). Reference: WV Code §29-3-5b www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=29&art=3§ion=5B#03 and WV State Fire Commission State Building Code at <http://www.firemarshal.wv.gov/Documents/87-04%20State%20Building%20Code.pdf>.

Each member must be designed to withstand stresses resulting from combinations of loads that produce maximum allowable stresses in that member.

The industrial fabric cover system shall be capable of withstanding the design wind load conditions.

Structural steel must comply with The American Institute of Steel Construction (AISC) "Specifications for the Steel Design, Fabrication and Erection of Structural Steel Buildings" for design requirements and allowable stresses. Reference: www.aisc.org/content.aspx?id=2870.

Welded connections must comply with the American Welding Society (AWS) "Standard Code for ARC and GAS Welding in Building Construction" for welding procedures. Reference: www.aws.org/technical/d1/doc_history_list.pdf.

Shop drawings with complete information on proposed system **must be submitted** at the time of bid for review and approval by the Division of Highways. All shop drawings **must be signed and sealed** by a

Professional Engineer registered in the State of WV. Failure to provide this information at the time of bid shall be grounds for disqualification.

The entire system shall be galvanized to resist corrosion from road salt stored within the structure. Steel tubing cross members and back wall framing members shall comply with ASTM 500, Grade B, ASTM A501 or ASTM A53 specifications. Finish shall be equal to or better than "Allied Tube and Conduit, Inc – Gator Shield" process. Reference www.atc-mechanical.com/content-detail.aspx?id=78. If vendor is bidding a substitute or an equal to tubing cross members and back wall framing members, vendor shall supply all specifications with bid. Division of Highways will review for adequacy the proposed substitute or equal to members prior to contract award.

The system is to include hollow structural steel (HSS) end wall steel and fabric on both ends. Back wall shall be totally enclosed and front wall shall include an 18' x 18' roll-up door for all sizes. The 72' X 140' shall be bid with an option for two doors, one on each end.

Steel connection members shall be fabricated from plate or bar stock and provide 42,000 psi minimum yield strength and comply with ASTM A529, ASTM A570 or ASTM A572 Standards.

Bolts for structural framing shall comply with ASTM A307 or ASTM A325 specifications as necessary for design loads and connection details, including bolts for use in corrosive environments.

The fabric cover shall be woven high density polyethylene tape with double stack weave – finish coated sides, meeting or exceeding the specs listed below:

Weave	16 x 16 psi woven clear HDPE scrim			
Coating Thickness	4.0 mils average each side (94 g/m ²)			
Coating Composition	Modified LDPE coating with UV protection			
Weight	12.5 oz/yd ² (373 g/m ²)+/-5%			
Thickness	23 mils (0.635mm)	ASTM D5199		
Hydrostatic Resistance Method	171 psi (1180 kPa)	ASTM D751A		
Grab Tensile	Warp: 340 lbs. (1511 N)	ASTM D5034		
	Weft: 340 lbs. (1511 N)	ASTM D5034		
Strip Tensile	Warp: 250 lbs. (1112 N)	ASTM D5035		
	Weft: 250 lbs. (1112 N)	ASTM D5035		
Tongue Tear	Warp: 115 lbs. (511 N)	ASTM D2261		
	Weft: 115 lbs. (511 N)	ASTM D2261		
Mullen Burst	675 psi (4658 kPa)	ASTM D3786		
Cold Crack	Minus 60° C	ASTM D2136		
Fire Ratings:	<u>Test/Standard</u>	<u>Flame Spread</u>	<u>Smoke Developed</u>	<u>Char Length</u>
	ASTM E84	FS10	SD 58	6.5
	Can/ULC 5102.2-M88	FS15	SD 125	6.5

The cover fastening system shall be compatible with the specifications above including zero stretch belting, welded fabric pockets and 10,000 pound capacity lashing winches coated to prevent corrosion.

The system shall included aluminum flat bar for fabric termination around entire building.

The color of the fabric cover shall be tan with green trim. Prior to contract award, color samples may be requested by the Division of Highways for review and approval by the Division of Highways.

The warranty period for the industrial cover shall be fifteen (15) years. The awarded vendor shall provide a copy of this warranty.

4. QUALIFICATIONS

To be considered for award, the bidder shall be a reputable manufacturer certified to ISO 9001:2008 Quality Management Systems Standard, having direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system. Reference: http://www.iso.org/iso/iso_catalogue/catalogue_ics/catalogue_detail_ics.htm?csnumber=46486. A copy of the bidder's certification shall be provided with bid. Failure to provide this information at the time of bid shall be grounds for disqualification.

At the time of bid, the bidder shall provide three references with structures in use for at least five (5) years which are a clear span and which enclose an area to or greater than a 72' X 140' concrete structure. Failure to provide this information at the time of bid shall be grounds for disqualification.

At the time of bid, the bidder shall submit the name and resume of at least one technical expert documenting their experience on at least five (5) jobs or similar type jobs. Failure to provide this information at the time of bid shall be grounds for disqualification.

5. DELIVERY

Quantities listed on the bid schedule are estimates. Specific delivery location will be provided at the time of order on an Agency Release to the awarded vendor. Once an Agency Release is issued to the awarded vendor, materials are to be delivered to the location within 30 (thirty) days of the Agency Release.

6. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy containing the following:

- a. Division of Highway's Agency Release Number and this Contract Number.
- b. Total quantity and unit price with the total cost of the material furnished.

Note: Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

7. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by Division of Highways as a condition of award.

8. BID SCHEDULE

6612C005

Building Roof Systems

Vendor: _____

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 1

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	1		
2	55' x 100' with Complete Roof System	1		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 2

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

8. BID SCHEDULE
Building Roof Systems

6612C005

Vendor: _____

Delivery: F.O.B. WV Division of Highways Building Site
DISTRICT 3

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	1		
4	72' x 140' with Complete Roof System	1		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

Delivery: F.O.B. WV Division of Highways Building Site
DISTRICT 4

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	2		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

8. BID SCHEDULE

6612C005

Building Roof Systems

Vendor: _____

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 5

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	1		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 6

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	1		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

8. BID SCHEDULE

6612C005

Building Roof Systems

Vendor: _____

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 7

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 8

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

8. BID SCHEDULE

6612C005

Building Roof Systems

Vendor: _____

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 9

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	2		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

Delivery: F.O.B. WV Division of Highways Building Site

DISTRICT 10

Item #	Description	Estimated Quantity	Unit Price	Extended Price
1	40' x 64' with Complete Roof System	0		
2	55' x 100' with Complete Roof System	0		
3	72' x 100' with Complete Roof System	0		
4	72' x 140' with Complete Roof System	0		
5	72' x 140' with Complete Roof System Including Doors on Both Ends	0		

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: _____

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____