



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
7012C026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2012				

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		060-74		
BADGER EXCAVATOR OEM REPLACEMENT PARTS OPEN-END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH GENUINE OEM MANUFACTURER'S REPLACEMENT PARTS AND COMPONENTS OR EQUAL FOR BADGER HYDRAULIC EXCAVATORS PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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

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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.html 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>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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<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. 01/17/2012</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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 style="text-align: center;">NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 7012C026</p> <p>BID OPENING DATE: 06/27/2012</p> <p>BID OPENING TIME: 1:30 P.M.</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>						

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ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ 7012C026 ***** TOTAL:						

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**BADGER PARTS OR EQUAL CONTRACT
7012C026**

I. PURPOSE AND SCOPE:

The purpose of this Request for Quotation No. 7012C026 and resulting contract ("Contract") between West Virginia Department of Transportation, Division of Highways ("DOH") and the winning vendor ("Vendor") is to provide genuine Badger OEM manufacturer's replacement parts and components or equal as required by the WV DOH. This will be an open-end contract.

II. GENERAL REQUIREMENTS:

1. This contract shall exclude the purchase of whole unit components that may be listed within the manufacturers price list.
2. Vendor must provide Manufacturers' price list prior to Contract award.
3. Exhibit A provides a list of part numbers that must be provided. Exhibit A must be completed for evaluation purposes. Exhibit A is only a partial list of parts that may be required by DOH.
4. Upon request vendor will provide proof of all mandatory requirements.
5. The awarded vendor must be capable of supplying a complete line of parts to service The original equipment. Vendor's may be required to provide documentation demonstrating the full availability of parts.

III. PRICING:

1. This Contract shall be awarded based on a single discount from a manufacturer's entire parts price list. Vendor must list the percentage discount that it will provide on the Bid Evaluation Price Chart ,attached hereto and incorporated herein by reference as Exhibit A.
2. **This Contract shall be limited to the items included in the manufacturer's price list. Subsequent changes or modifications to the price list by Vendor will not be applied to this Contract unless approved by the Purchasing Division through contract change order.** Vendor must provide an original copy of manufacturer's updated current published lowest fleet price list, either hardcopy or CD submitted before the award of this contract. By signing and dating the bid the vendor certifies that the submitted price is an original manufacturer's price list and has not been altered by the Vendor.
3. Vendor must provide every DOH location listed in Exhibit B with a copy of the manufacturer's price list after the award, and must provide additional copies of the manufacturer's price list to additional locations upon request.
 - a. Vendor must provide an original copy.
 - b. DOH cannot process invoices for payment without the manufacturer's price list and the State Auditor's Office will not approve any invoices for payment without the Manufacturer's price list.

3. Vendor shall submit the Bid Evaluation Price Chart, attached hereto and incorporated herein by reference as Exhibit A, to allow bid evaluation. The Vendor should insert the manufacturer's unit price and the discounted unit price in the space provided. The Vendor should then multiply the estimated quantity by the discounted unit price to obtain the total discounted price to agency. After obtaining the total discounted cost to agency for each item listed, the column containing the total discounted cost to agency should be added together to arrive at the total. (Estimated Quantity X Discounted Unit price = Total Discounted price to Agency) (Sum of total Discounted cost to Agency for all items = Total).

IV. ORDERING INFORMATION:

1. Parts orders against this contract may be placed by the DOH Equipment Division and any other DOH District locations. A list of the current DOH locations is attached as Exhibit B. Orders may be placed by telephone and/or facsimile.

V. DELIVERY REQUIREMENTS:

1. Vendor must ship all regular delivery items to DOH under this Contract FOB DESTINATION.
2. DOH will pay freight charges only if DOH request 24 hour delivery.
3. Vendor shall deliver the goods to the DOH locations as requested by DOH. A list of the DOH locations is attached hereto and incorporated herein by reference as Exhibit B. DOH reserves the right to change DOH locations or request delivery to another location at no additional charge after notifying Vendor of the new location and requesting delivery thereto.
4. Delivery is an integral part of this contract and Vendor's failing to comply with the delivery terms will be grounds for submission of a WV-82 Form officially notifying the Purchasing Division and the Vendor of unsatisfactory performance.
5. Vendor must obtain prior approval from DOH for changes to delivery schedules. Failure to do so may be grounds for cancellation of this Contract.
6. Vendor must ship orders promptly upon receipt and delivery must be made within three (3) business days of receipt of an order. Vendor shall not require that a certain order quantity be met prior to shipping DOH orders.
7. If Vendor cannot deliver the goods ordered within three working days then Vendor shall immediately notify DOH of the anticipated delivery date. If DOH finds the delivery date unacceptable then DOH may purchase the needed items on the open market with approval from the DOH Equipment Division Director, the DOH District Equipment Supervisor, or a designee of either. Any open market purchase made hereunder shall be in accordance with the laws, rules, and regulations, of the Department of Administration, Purchasing Division.
8. DOH is not responsible for any restocking charge on items that are returned to Vendor as faulty or for failure to conform to the required specifications. In all other instances, DOH will only pay restocking fees if DOH, in its sole discretion, believes that such a charge is warranted.
9. All deliveries must be conspicuously marked with the DOH Purchase Order Number. Any goods delivered without this information may be returned to Vendor at Vendor's expense.

VI. PAYMENT:

1. The State of West Virginia currently utilizes a Visa Purchasing Card Program which is issued through a local bank. The successful vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by any state agency.
2. The Purchasing card (Visa) is the preferred method of payment. Vendor must supply a credit receipt, sales receipt, or cash register receipt to DOH after payment has been made.
3. Payment shall be made after DOH has received and accepted the goods being delivered. Vendor shall not charge the State of West Virginia Visa purchasing card until goods are received and accepted by DOH.

VII. AWARD SECTION:

1. This contract shall be awarded based on a single percent discount from a manufacturer's price list yielding the lowest total cost. Vendor must list the percentage discount that it will provide on the Bid Evaluation Cost Chart, attached hereto and incorporated herein by reference as Exhibit A.
2. This contract will be awarded to the lowest responsible bidder meeting specifications, complete and not split.

VIII. MISCELLANEOUS:

1. All warranty claims that require field service shall be performed by Vendor at no cost to DOH.
2. Vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the DOH.
3. Vendor shall comply with all federal, state, and local laws, rules and regulations.
4. Concurrently with each shipment, Vendor shall forward a proper and current Material Safety Data Sheet ("MSDS") to the DOH Equipment Division in Buckhannon, WV. Vendor shall also furnish the State of West Virginia and/or any of its other agencies with Additional MSDS as requested.
5. For Vendors bidding "or equal" parts, Vendor must provide the following:
 - a. a complete manufacturers product line,
 - b. a written certification from Vendor that all parts are completely compatible, and interchangeable with OEM Specifications, and
 - c. a complete cross reference to OEM part numbers if non OEM part numbers are utilized by the "or equal" product.
6. Vendor shall assume all liability and costs for failures and downtime that result from DOH use of Vendor's products.
7. Vendor must guarantee that it will maintain adequate stock to supply the needs of DOH at all times.

Exhibit A: Cost Sheet

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

Normal Service Discount from Manufacturer's Price List _____ %

Item No.	Estimated Quantity	Unit of Measure	Sterling Parts	"Or Equal" Parts	Manufacturers Unit Price	Discounted Unit Price	Extended Amount
1	50	EACH	Part No. 7601-3161 Description: O-Ring	Part No. Description:		\$	\$
2	10	EACH	Part No. 7605-0892 Description: Valve	Part No. Description:		\$	\$
3	8	EACH	Part No. 7605-3081 Description: Shim	Part No. Description:		\$	\$

4	10	EACH	Part No. 7605-3092 Description: Roller Assembly	Part No. Description:		\$	\$
5	20	EACH	Part No. 7605-3094 Description: Pin	Part No. Description:		\$	\$
6	5	EACH	Part No. 7605-8772 Description: Steering Selector Valve	Part No. Description:		\$	\$
7	10	EACH	Part No. 7605-9492 Description: Pin	Part No. Description:		\$	\$
8	12	EACH	Part No. 7605-9742 Description: Wear Pad Weldment	Part No. Description:		\$	\$

9	8	EACH	Part No. 7606-8982 Description: Solenoid OP Air Valve	Part No. Description:		\$	\$
10	10	EACH	Part No. 7607-8686 Description: Hose Assembly	Part No. Description:		\$	\$
11	5	EACH	Part No. 7609-0929 Description: Swivel	Part No. Description:		\$	\$
12	7	EACH	Part No. 7609-2935 Description: Actuator	Part No. Description:		\$	\$
13	50	EACH	Part No. 7610-6373 Description: Rubber Filler Strip Per Inch	Part No. Description:		\$	\$

14	5	EACH	Part No. 7612-4238 Description: Cylinder Relief	Part No. Description:		\$	\$
15	20	EACH	Part No. 8126-0148 Description: Relay 12V	Part No. Description:		\$	\$
			Total Amount				\$

EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS

Equipment Division

WV Division of Highways
 PO Box 610
 Buckhannon, WV 26201
 ATTENTION: Mike Neely (FOUR COPIES)

WVDOT/Division of Highways

D-1
 1340 Smith St.
 Charleston, WV 25301
 Attn: Bob Heckert

WVDOT/Division of Highways

D-2
 Po. Box 880
 Huntington, WV 25712
 Attn: Barbara King

WVDOT/Division of Highways

D-3
 626 Depot St.
 Parkersburg, WV 26101
 Attn: Beverly Myers

WVDOT/Division of Highways

D-4
 P.O. BOX 2570
 Clarksburg, WV 26301
 Attn: Jim Funk Acting Comp.

WVDOT/Division of Highways

D-5
 PO BOX 99
 BURLINGTON, WV 26710
 Attn: Laranda Baldwin

WVDOT/Division of Highways

D-6
 1 DOT Drive.
 Moundsville, WV 26041-2353
 Attn: Carol Ryan

WVDOT/Division Highways

D-7
 Drawer 1228
 Weston, WV 26452
 Attn: Melissa Jordan

WVDOT/Division of Highways

D-8
 PO Box 1516
 Elkins, WV 26241
 Attn: Debbie Barnett

WVDOT/Division of Highways

D-9
 103 ½ Church Street
 Lewisburg, WV 24901
 Attn: Sherry Bostic

WVDOT/Division of Highways

D-10
 270 Hardwood Lane
 Princeton, WV 24740
 Attn: John Carder

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.

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 _____