



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
 DNRB12101

PAGE
 1

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

RFQ COPY

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DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/29/2012				

BID OPENING DATE: 03/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		420-40		
FURNITURE THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR AN OPEN-END CONTRCT TO PROVIDE FURNITURE ITEMS FOR VARIOUS STATE PARKS PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/14/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFFTER THE DEADLINE. EXHIBIT 3 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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>TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED 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 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>						

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WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

The West Virginia Division of Natural Resources, hereinafter Division, is requesting Bids for an open ended contract for the purchase of additional lodge room furniture to be utilized for upgrades and redecoration of facilities throughout the State. All items are to be F.O.B. Destination. Vendor must provide a bill of lading that clearly states actual shipping/delivery costs. The Division will reimburse the successful vendor for the actual shipping/delivery costs as stated on the vendor's bill of lading.

General Specifications:

Furniture must be manufactured for commercial hospitality use. All items must be new. Scheduling of shipping shall be coordinated between Division and Vendor.

Information for Bidders:

Bidders must submit a unit price Bid for each item. Bidders must bid on all items to be considered.

Basis of Award:

The Contract will be awarded to the lowest qualified Bidder submitting the lowest Bid for all furniture stipulated on the Bid schedule and in complete accordance with all specifications stipulated herein.

Coordination:

Vendor must coordinate shipping and receiving with each individual location.

Delivery, Storage and Handling:

The successful Vendor must deliver and handle all items according to Manufacturer's recommendations, including means and methods that will prevent damage, deterioration, and loss. Goods must be delivered in the Manufacturer's original sealed containers complete with labels and instructions for handling, storage, unpacking, protecting, and installing. The Division will supply labor to inspect the goods upon delivery, to ensure compliance with the purchase order, and to ensure all items are undamaged and protected against damage. All items must be delivered according to Manufacturer's recommendations and in an order that will facilitate inspection and measurement of quantity. All items must be delivered using means and methods that will prevent damage, deterioration, theft, or other loss.

WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

Damaged Items:

All items will be inspected by the Division subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be rejected, removed, and replaced at no additional expense to the Division.

Project Closeout:

Vendor must provide an inventory list of all items received and accepted. Vendor must provide the manufacturers recommendations for maintenance and cleaning.

Applications for Payment:

Vendor must submit an invoice upon receipt of all furniture delivered and accepted and upon completion of project closeout requirements.

Warranty:

The Vendor must warranty products to be free of defects in materials and Workmanship for a minimum period of one (1) year after date of acceptance or through manufacturer's provided warranty, whichever is greater. Vendor must repair or replace at its discretion, free of charge, any product that proves to be defective during the warranty period.

Estimated Quantities:

The quantities listed in this bid form are for bid evaluation purposes only – Actual quantities ordered may differ.

Style of Furniture:

The style of furniture chosen for this package is: TRANSITIONAL STYLE

Transitional style furniture is defined as a combination of both traditional and contemporary. The furniture features either straight lines or rounded profiles.

WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

General Furniture Construction Specifications:

Construction:

- Joints must be mortised and tenoned, doweled or blocked glued and pinned.
- All corner blocks, braces and screw cleats must be glued and reinforced with staples, nails or screws.
- All corner blocks and braces must be made of solid wood.
- All structural members must be glued and screwed or stapled in place.
- Furniture must be surfaced with matching high-pressure laminate a minimum of .028" thickness that conforms to Federal Specification LP508H.
- Casters and base blocks must be glued and screwed allowing for free movement of the caster.

Material:

- Exposed solid parts must be premium grade hardwood
- Unexposed solid parts must be select hardwoods.
- All panels must be cherry veneers
- All veneered panels must be constructed with waterproof glue under controlled pressure.
- Particleboard Standards
 1. All particle board must meet ANSI A208.1-1993.
 2. Tops with particleboard cores must be lumber banded on a minimum of three sides with edge banding on the back edges if they are not lumber banded.
 3. Cases must have no exposed particleboard.
 4. Particle board used in doors must be banded on all four sides.
- All items must be packed with packaging materials to minimize shipping damage.

Workmanship:

- Cross grain sanding, machine marks, splits, chip outs, veneer checking, or roughness are not permitted on the surface of the finished product.
- All hardware including hinges, latches, catches and glides must be attached and fitted to operate properly and serve their purpose during transit and use.

WEST VIRGINIA STATE PARKS

Furniture Purchase

Open End Contract

- Miter joints must be square, flush, tight and well glued. Exposed case front joints must be tight not exceeding maximum of 1/64".
- Case tops must be attached to the case with screws allowing the top to be pulled down tight against the case.
- Interior screws must be flush or countersunk to the surface of the part where used.
- Assembly and hinge screws must be properly seated and driven flush with the hinge flange.
- All molding and overlays must be nailed from the back of the panel if possible. Face nails or brads are driven flush or set and nail holes filled.

Appearance and Finish:

Finishing must meet the following specifications:

- Color of like finishes must be color-fast, uniform, and compatible between pieces manufactured in the plant
- Color must match selection specified in furniture specifications
- Each finishing material must be formulated and individual batches checked to insure compatibility with the batch and every other material used to produce a color-fast finishing system.
- Interior surfaces of compartments and drawers must be free of dirt, dust, shavings or any foreign matter prior to finishing.
- Finish must be rubbed to required smoothness and sheen and dried to prevent marring or printing on the surface when packed.
- Edges and backs of doors and drawers finished must be compatible with exterior.
- Excess pumice, oil, wax and rubbing compound must be wiped clean after rubbing.

Performance:

- Hardware, both trim and functional, must be straight and firmly attached.

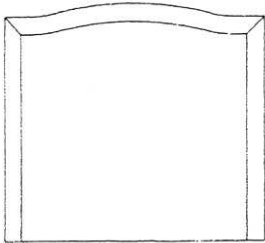
Furniture Specifications:

Items for this bid must meet these minimum specifications. Construction, color, hardware, and finish selections must meet the minimum specifications as set forth above.

WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

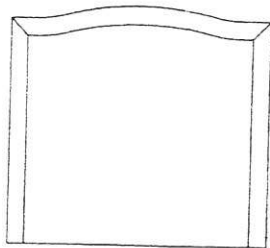
WALL HUNG TWIN HEADBOARD – Must match Thomasville Changeables 5640 & 5660, or equal.

- Must be made to maximum dimensions of: 40"W x 1 1/8"D x 36" H
- Must match attached drawing – Wall Hung Headboard
- Finish must be light cherry (and must match existing furniture finish - 8582)



FREE STANDING TWIN HEADBOARD - Must match Thomasville "Changeables" Collection 5640 & 5660, or equal.

- Must be made to maximum dimensions of: 40"W x 1 1/8"D x 36"
- Must include heavy duty metal frame with mounting hardware for frame and headboard and carpet wheels
- Must match attached drawing 8582 Wall Hung Headboard
- Finish must be light cherry (and must match existing furniture finish - 8582)



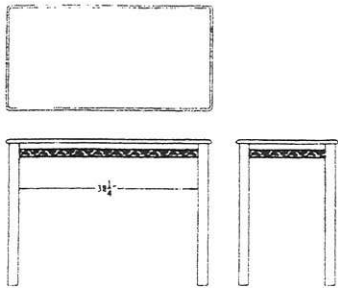
FINISHED LEG KIT

- Maximum dimensions must be 3"W x 1"D x 33" H
- Must have two finished posts
- Must have (6) minimum 1 1/8" Pan head screws included
- Must match attached drawing 8582 Wall Hung Headboard
- Finish must be light cherry (and must match existing furniture finish - 8582)

WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

RECTANGULAR TABLE / DESK – Must match Thomasville “Changeables” Collection Table, or equal

- Must be made to maximum dimensions of 44”W x 22”D x 30”H
- Apron to floor maximum length must be 26 ¼”
- Must have lumber banded laminate top
- Must have KD construction
- Must match attached drawing 8582 Table
- Finish must be light cherry (and must match existing furniture finish – 8582)
- Must match Thomasville “Changeables” MOULDING-50-D



BOOKCASE – Must match Thomasville “WorkStyles” Collection 50841-802c, or equal

- Must be made to maximum dimensions of 34 ½” W x 17”D x 79 ½” H
- Minimum Six shelves
- Minimum three of six shelves must be adjustable (Shelves 1, 3 and 5 to be adjustable)
- Finish must be light cherry (and must match existing furniture finish - 8582)



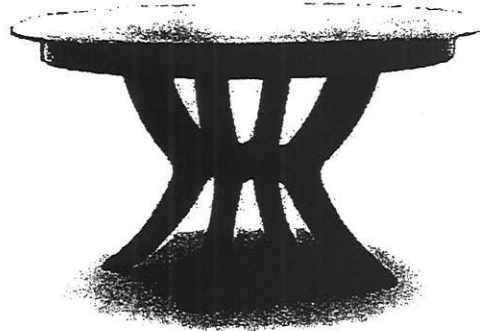
WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

QUEEN STEEL BED BASES

- Must be minimum 6" to surface
- Must have minimum of three tubular cross supports and inner legs
- Must be steel construction – noncombustible material

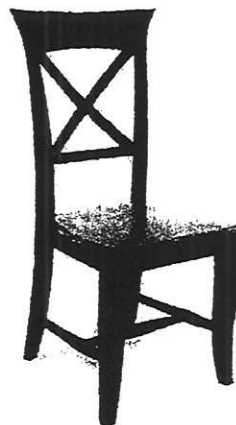
ROUND DINING TABLE and BASE – Thomasville" Color Café" Selection, TAB5400 or Equal

- Minimum dimensions must be 54" Diameter x 30" High
- Must have solid top
- Must seat a minimum of six
- Must match attached drawing
- Top finish specified should be: (28) Amaretto Washed, Matte Finish
- Body finish specified should be: (05) Peppercorn
- Final body and top finish will be selected from Manufacturer's standard finish selections that are similar to above selections



SIDE CHAIR #1 – Thomasville Color "Café Selection", CHA1258 or Equal

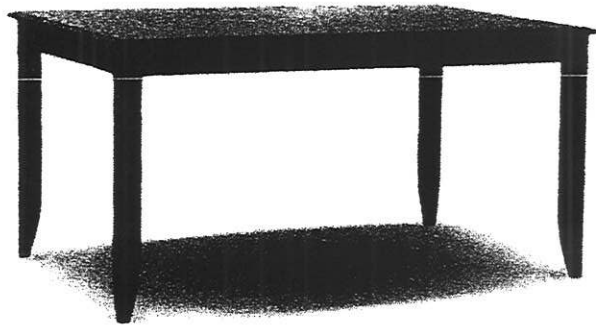
- Minimum dimensions must be 18"W x 20"D x 40"H
- Minimum seat height must be 18"
- All wood
- Must match attached drawing
- Body finish selected: (05) Peppercorn
- Seat finish selected: (28) Amaretto Washed
- Final body and top finish will be selected from Manufacturer's standard finish selections that are similar to above selections



WEST VIRGINIA STATE PARKS
Furniture Purchase
Open End Contract

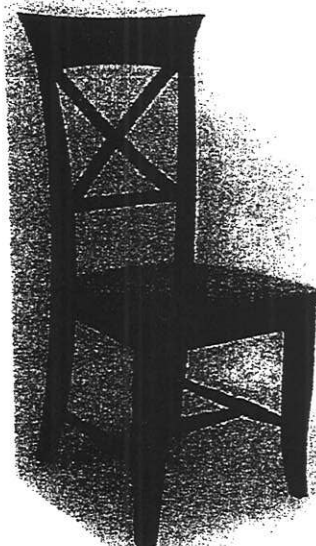
RECTANGULAR DINING TABLE – Thomasville “Color Café” Selection, TAB3611 or Equal

- Minimum dimensions must be 48” – 60” L x 36”W x 30”H
- Must have maximum of one leaf for expansion of table
- Must seat a minimum of six
- Must match attached drawing
- Top finish selected: (28) Amaretto, Matte Finish
- Body finish selected: (28) Amaretto, Matte Finish
- Final body and top finish will be selected from Manufacturer’s standard finish selections that are similar to above selections



SIDE CHAIR #2 – Thomasville “Color Café” Selection, CHA1258 or Equal

- Minimum dimensions must be 18”W x 20”D x 40”H
- Minimum seat height must be 18”
- All wood
- Must match attached drawing
- Body finish selected: (28) Amaretto, Matte Finish
- Seat finish selected: (28) Amaretto, Matte Finish
- Final body and top finish will be selected from Manufacturer’s standard finish selections that are similar to above selections



MANUFACTURER LIST

Item No.	Description	Manufacturer / Model #
1	WALL HUNG TWIN HEADBOARD	
2	FREE STANDING TWIN HEADBOARD	
3	FINISHED LEG KIT	
4	RECTANGULAR TABLE / DESK	
5	BOOKCASE	
6	QUEEN STEEL BED BASE	
7	ROUND DINING TABLE AND BASE	
8	SIDE CHAIR #1	
9	RECTANGULAR DINING TABLE	
10	SIDE CHAIR #2	

BID FORM - FURNITURE

*THE QUANTITIES LISTED
BELOW ARE FOR BID
EVALUATION PURPOSES ONLY.
ACTUAL QUANTITIES MAY
DIFFER*

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
1	26	WALL HUNG TWIN HEADBOARD		
2	10	FREE STANDING TWIN HEADBOARD		
3	22	FINISHED LEG KIT		
4	53	RECTANGULAR TABLE / DESK		
5	1	BOOKCASE		
6	99	QUEEN STEEL BED BASE		
7	5	ROUND DINING TABLE AND BASE		
8	20	SIDE CHAIR #1		
9	1	RECTANGULAR DINING TABLE		
10	6	SIDE CHAIR #2		
TOTAL				\$

*THE QUANTITIES LISTED ABOVE
ARE FOR BID EVALUATION
PURPOSES ONLY. ACTUAL
QUANTITIES MAY DIFFER*

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

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 _____