



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
SEN84

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

SENATE
 1900 KANAWHA BOULEVARD EAST
 BUILDING 1, ROOM 217
 CHARLESTON, WV
 25305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/26/2011				

BID OPENING DATE: 11/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		966-50		
BLUE BOOK REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION ON BEHALF OF THE SENATE, IS SOLICITING BIDS TO FURNISH TYPESETTING, PRINTING, BINDING, WRAPPING, PACKAGING ASSEMBLING, BUNDLING AND DELIVERY OF THE 2011 BLUE BOOK PER THE ATTACHED SPECIFICATIONS. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

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<p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <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>						

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<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> <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>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> <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</p>						

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				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ALAN CUMMINGS (42) RFQ. NO.: SEN84 BID OPENING DATE: 11/09/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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	*****	THIS	IS	THE	END	OF
				RFQ	SEN84	*****
					TOTAL:	_____

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2011 WEST VIRGINIA BLUE BOOK

It is specifically understood and agreed by and between the parties hereto that the typesetting, printing, binding, wrapping, packaging, assembling, bundling and delivery of the 2011 edition of the West Virginia Blue Book shall be governed solely and exclusively by and performed according to the following terms and conditions:

1. The Printer, at its sole expense, shall typeset, print, bind and package each book into individual cartons suitable for mailing, assemble into securely-bundled stacks or cartons of no more than ten books each, and deliver to the Senate of West Virginia, at the office of the Clerk of the Senate, State Capitol Building, Charleston, except as hereinafter otherwise provided, 14,000 copies of the 2011 Blue Book, as follows:

(a) Up to 400 copies, with the names of certain individuals imprinted thereon in gold leaf, according to a list of names to be furnished by the Clerk of the Senate, and with the name of each such individual clearly written on the outside of the wrapper of the 2011 Blue Book bearing his or her name, to be delivered on or before April 27, 2012;

(b) 1,400 additional copies to be delivered by May 1, 2012;

(c) 8,450 additional copies to be delivered by May 7, 2012;

(d) 4,000 additional copies to be delivered by May 21, 2012.

2. The 2011 Blue Book shall contain a maximum of 15 color photographs to be selected by the Clerk of the Senate: one color photograph to be approximately 4x7 inches and which will be placed on Page IV of the front portion of the 2011 Blue Book; five color photographs to be approximately 4x6 inches (one to be on the second page of Section 1, two to be within Section 2, one to be on the second page of Section 3 and one to be on the second page of Section 6); and nine color photographs to be approximately 2x3 inches (five to be in the first approximately 36 pages of Section 2 and four to be on a single page on the fourth page of Section 3). All remaining photographs within the 2011 Blue Book will be halftones.

3. The 2011 Blue Book will be printed on web press paper to be furnished by the Senate, at its expense, and the several type sizes and faces used in the various parts of the book shall be the same as those used in the printing of like parts of the 2007 Blue Book, which is hereby incorporated into this contract, by reference, and copies of which are on file in the office of the Clerk of the Senate of West Virginia, Capitol Complex, Charleston: *provided*, that with the written approval of the Clerk of the Senate, type sizes and faces and paper of a weight and finish different from those used in the 2007 Blue Book may be used by the Printer.

4. The outline and arrangement of the 2011 Blue Book will be substantially similar to the 2007 Blue Book, which is hereby incorporated into this contract, by reference, and copies of which are on file in the office of the Clerk of the Senate of West Virginia, Capitol Complex, Charleston: *provided*, that some of the material and the number of halftone photographs and maps

selected by the Clerk of the Senate for inclusion in the 2011 Blue Book may differ from that contained in the 2007 Blue Book. It is hereby estimated that the number of printed pages in the 2011 Blue Book will total approximately between 1,000 and 1,120 pages: *provided, however*, that if the number of final printed pages is substantially either greater or less than the estimate contained in this paragraph, a proportionate adjustment upward or downward, as the case may be, in the contract price herein set forth will be made.

5. The cases used for the 2011 Blue Book will be equal to or better in quality, construction and design and the same in color and appearance as those used for the 2007 Blue Book and will bear the same inscription and design format on the outside of the book, except for necessary changes in dates and names.

6. The individual cartons for each book, hereinbefore referred to in paragraph (1) of this section, shall be clearly stamped or stenciled or printed with the date "2011" on the top end and bottom end of said cartons.

7. The quality of the printing, including, without limitation, the reproduction of all photographs contained in the 2011 Blue Book, shall be equal to or better than the quality of all such printing contained in the 2007 Blue Book.

8. In all respects for which no particular provision is made herein, including, without limitation, the typesetting, printing, binding, packaging, wrapping and bundling of the 2011 Blue Book, the workmanship and/or materials used shall be equal to or better than the 2007 Blue Book.

9. Under the exercise together of the provisions of this contract for the 2011 Blue Book, the Senate will pay the Printer the total price of:

\$ _____

for the proper and timely performance by the Printer of its obligations hereunder, to be paid in four installments, in the following manner:

(a) The first installment, in the amount of \$ _____ after delivery of the first 400 copies;

(b) The second, third and fourth installments to be paid after the periodic delivery of the 2011 Blue Book as hereinbefore provided to be made as set forth in subparagraphs (b) through (d) of paragraph (1) of this section, each payment to be made in proportion to the number of Blue Books delivered by the date of each such payment: *provided*, that in the event deliveries are made prior to the dates specified in subparagraphs (c) and (d) of paragraph (1) of this section, nothing shall prohibit the Printer from seeking payment for the same on a proportional basis.

10. The Clerk of the Senate will furnish the Printer copy material for use in the typesetting and production of the 2011 Blue Book, including photographs, maps, etc., from time to time between November 10, 2011, and February 3, 2012, in amounts as nearly equal each such month as the Clerk of the Senate is able to provide by the exercise of reasonable diligence in the assembling of the data included in and the preparation of such copy material. Unless the Clerk

of the Senate and the Printer shall agree otherwise, the Printer will prepare a proof of said materials and present the same to the Clerk of the Senate, who will correct and return the same with reasonable promptness, and, after such corrected proof is returned to him, the Printer will make the corrections indicated thereon by the Clerk of the Senate and then resubmit the original proof, and, also, a corrected proof for the Clerk of the Senate's comparison, and, if correct, his final approval. The Printer agrees to provide adequate facilities and services and both parties agree to perform their obligations hereunder with reasonable diligence and promptness so as to facilitate the publication and delivery of said Blue Book in the quantities and at the times herein provided. The Printer shall present all original and corrected proofs by personal, mail or other carrier delivery and not by facsimile. The Printer shall bear all costs of the presentation and return of original and corrected proofs between the Printer and the Clerk of the Senate.

11. The Printer shall at its expense deliver the quantities of 2011 Blue Books referred to in subparagraphs (b), (c) and (d) of paragraph (1) of this section to the offices of the Clerk of the Senate at 1900 Kanawha Boulevard, East, Charleston, West Virginia. The Printer shall then at its expense provide delivery of copies to the office of the Clerk of the Senate in such amounts and at such times as requested by said Clerk. In order to ensure proper and timely deliveries of copies of the 2011 Blue Book, the Printer shall give a performance bond payable to the state of West Virginia, in a form satisfactory to said Clerk, executed by a surety company qualified to do business in this state and in the penal sum, as determined by said Clerk, in an amount not less than the total moneys paid the Printer under the terms of this contract. The bond shall be conditioned on the Printer performing all the requirements of this agreement including final delivery of all 2011 Blue Books to the office of said Clerk. Upon completion by the Printer of all its obligations under the agreement, said Clerk shall release the bond. If the Printer fails to complete all of its obligations under this agreement, said Clerk shall forfeit the bond.

12. By the submission of its bid hereon and the acceptance by it of the awarding of this contract, the Printer agrees as follows:

(a) All operations in the production of the 2011 Blue Book must be well done, in a first-class manner. If the job falls below the requirements of first-class work, the Clerk of the Senate need not accept the same and the Printer will be required to do the job again at its own expense.

(b) The printing of the 2011 Blue Book shall be free from typographical errors, and high quality ink shall be used throughout.

(c) The Printer must have the capacity to meet the requirements of the printing of the 2011 Blue Book.

PROPOSAL ACCEPTANCE, AWARD OF CONTRACT

1. The total obligation of the Senate of the State of West Virginia under the terms of this contract during the specified period is limited to the maximum sums appropriated by the Legislature for such purpose.

2. Time is of the essence in the performance of operations under this contract, and in the event the Printer is unable to perform the operations covered by this contract in its own establishment, the Printer may, with the written approval of the Clerk of the Senate, allocate to other printers, at the agreed contract rate, any such work: *provided*, that preference be given to printers in West Virginia possessing the equipment and capability necessary to the doing of such operations according to the terms of this contract.

3. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid or promised or agreed to pay to any third person in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount payable to or to become payable under this contract; and that it has not, in estimating the contract price submitted and agreed to by it, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to or to become payable to it are free from obligation to any other person for services rendered or supposed to have been rendered in the procurement of this contract. The Printer further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Senate, and that the Senate may retain to its own use from any sums due or to become due hereunder, or from the amount of deposit on bond given hereunder, an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

4. Nothing contained in the awarded contract shall require, or shall be construed as requiring, the Senate or any of its officers to purchase any or any given amount, or all of the work described herein.

5. The Printer shall not be held responsible for any losses resulting from its failure to fulfill any of its obligations hereunder due to wars, revolutions, civil disorders, fires, floods, strikes, acts of God or other causes not resulting from any fault or neglect on its part and beyond its control.

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 _____