



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
TOR4255

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF TOURISM
 90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2011				

BID OPENING DATE: **09/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-37		
<p>PRINTING (BROCHURE)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF TOURISM, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR THE PRINTING OF A FULL COLOR WEST VIRGINIA CIVIL WAR TRAILS BROCHURE PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/24/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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08/11/2011				

BID OPENING DATE: 09/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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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<p>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. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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08/11/2011				

BID OPENING DATE: 09/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	BUYER:			44		
	RFQ. NO.:			TOR4255		
	BID OPENING DATE:			09/08/2011		
	BID OPENING TIME:			1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ TOR4255 ***** TOTAL:						_____

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BLANKET OPEN END CONTRACT**WV Division of Tourism****Printing of WV Civil War Trails Brochure**

Vendor shall provide all labor, materials, equipment and supplies to produce high quality full-color process printed publication for the WV Division of Tourism. Vendor cannot subcontract the printing of brochures or broker the printing.

SPECIFICATIONS

SCOPE: These specifications cover the production of publication and material requiring such operations as electronic prepress, printing, packing and distribution.

TITLE: West Virginia Division of Tourism Civil War Trails Brochure.

FREQUENCY OF ORDERS: Approximately 2 times a year.

QUANTITY: The number ordered may vary for each contract release order. See Cost Sheet.

TYPE OF PUBLICATION: Full color brochure printed and folded per specs, bleeds all sides.

Size: 36" wide x 18" tall folded to approx. 3.6" wide x 9" tall finished size.

Folds: Fold in half to 36" x 9" and then accordion fold to 3.6" wide x 9". (10 panels, 9 folds).

Ink Color: 6/6 (4 color process, PMS 5555 and flood varnish/coating).

Bleeds: all sides

Paper Stock: 60# number 3 grade text white gloss.

Please specify Paper Stock: _____

A sample of paper stock must be provided within 7 days of request and approved by The WV Division of Tourism or designee before printing.

ARTWORK: The West Virginia Division of Tourism or appointed designee will furnish successful vendor with high quality print Adobe Acrobat portable document format (.pdf) files. All necessary fonts and artwork will be included. A sample will be provided to vendor to show layout and folds.

Document Exchange prepress programs: Adobe Acrobat (.pdf)

The vendor will be required to have the most current version. All platform system and software upgrades (for specified applications) that may occur during the term of the contract must be supported by the vendor on both PC and Macintosh platforms.

Media: Vendor must be able to accept the files through an FTP upload or DVD.

Color Requirements: Critical color and tight registration are required. Final product must match approved proof.

Electronic Prepress: Prior to image processing, the vendor shall perform a basic (preflight) of the furnished media and publishing files to assure correct output of the required production

*Project #12TOUR-145
WV Division of Tourism
Civil War Trails Brochure - 8/11/11*

image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to the ordering agency immediately. The vendor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized to insure press readiness.

PROOFS – VENDOR MUST PROVIDE:

- Two sets of digital color proofs (contract-grade press proof or press-match print) with critical color and registration – must be press-match quality.
- Two composite printouts - folded as required, and trimmed to size.

One set of each of proof is to be delivered to South Charleston, WV and Richmond, VA.

Send one set of each proof to:

Rita Kee
 WV Department of Commerce
 Marketing and Communications
 90 MacCorkle Ave., SW
 South Charleston, WV 25303
 PH: 304 957-9327 / Fax: 304 558 5053

And

Bil Cullen
 Principal and Senior Designer
 Communication Design, Inc.
 2201 West Broad Street
 Suite 108
 Richmond, Virginia 23220
 804.354.5335
 804.354.5331 fax

The vendor must not print order prior to receipt of an "OK to Print" by the West Virginia Division of Tourism agency. The final product must match approved proof.

A waiver of proof may be allowed by the ordering agency on reprints of the order upon the guarantee of the vendor to provide an exact reprint with same quality and style of previous approved order.

Delivery:

F.O.B. Destination — South Charleston WV.

Final product is to be delivered within 18 business days from receipt of production files and purchase order. Before delivery is made, vendor must call delivery location contact at least 48 hours in advance to make arrangements for acceptance of order.

The ship/deliver date indicated on the contract release order is the due date for final delivery to the destination specified.

Order To Be Delivered To:

West Virginia Division of Tourism Mailroom
 90 MacCorkle Ave. SW

South Charleston, WV 25303
 Attn: Justin Gaul 304-558-2200

Deliveries will be accepted between 8:00 a.m. and 3:00 p.m. Monday thru Friday with no deliveries on Holidays or weekends, unless specified by the Division of Tourism.

Boxes may be packaged on skids not to exceed 72 boxes per skid or over 6 ft tall. Pallets must be shrink-wrapped and stacked evenly so that they can be double-stacked without the boxes breaking. Single boxes should weigh no more than 30 pounds.

Five samples are to be delivered to:

West Virginia Division of Tourism
 c/o Rita Kee 304-957-9327
 90 MacCorkle Avenue, SW
 South Charleston, WV 25303

Failure to meet printing quality (improper registration, incorrect paper, smudged or smeared printing, off color match, misplaced images or text), materials, or specifications, etc., is justification for cancellation or refusal of the order.

Failure to meet delivery deadline will result in a \$100.00 total liquidated damage per day. All vendors bidding on this job assume this responsibility.

Failure to meet delivery deadline on more than one occasion, without justification of circumstances beyond the vendor's control, i.e., paper shortage, labor strikes, etc., is justification for cancellation or refusal of order or contract.

Packing:

Publications should be shrink wrapped in bundles of 50 or 25. Bundles should be packed in cartons to weigh no more than 30 lbs. each. Cartons must meet the stress strength of 200 psi. Identification labels must be affixed to the ends of each carton as to quantity and content per carton. Cartons must contain equal quantities.

SPECIAL INSTRUCTIONS:

Successful vendor is to contact the WV Division of Tourism contact immediately upon receipt of blanket release order to discuss technicalities of job and to verify receipt of order.

Successful vendor is to contact the WV Division of Tourism contact or designee immediately upon receipt of blanket release order to discuss technicalities of job and to verify receipt of order.

Contact for printing:

Rita Kee
 WV Department of Commerce
 Marketing and Communications
 90 MacCorkle Ave., SW
 South Charleston, WV 25303
 PH: 304 957-9327 / Fax: 304 558 5053

**OVERRUNS WILL BE ACCEPTED BUT NOT PAID FOR.
NO SPOILS WILL BE ACCEPTED AS PART OF DELIVERY VOLUME.**

UNDER NO CIRCUMSTANCES CAN THE APPROVED VENDOR USE THIS PUBLICATION FOR GAIN. ALL PUBLICATIONS ARE PROPERTY OF THE STATE OF WEST VIRGINIA.

MATERIAL STORAGE AND RETURN: Upon completion of order, all electronic media, artwork and other material is to be returned to West Virginia Division of Tourism or ordering agency, via company representative or registered mail before payment will be processed. With prior, written approval, material may be stored by the vendor provided that such vendor assumes total liability for integrity of the materials and guarantees complete compensation in light of damage or loss of such material. All material is the property of State of West Virginia and must be returned to the ordering agency within 14 days of a verbal or written request or upon termination of contract. All expenses incidental to returning materials, submitting proofs, and furnishing samples must be borne by the vendor.

Spending Units: This contract is applicable to the West Virginia Department of Commerce, its agencies, West Virginia Development Office, West Virginia Division of Energy, West Virginia Division of Forestry, West Virginia Division of Labor, West Virginia Division of Natural Resources, West Virginia Division of Tourism, West Virginia Geological and Economic Survey, West Virginia Office of Miners' Health, Safety and Training, WORKFORCE West Virginia; and clients of the West Virginia Department of Commerce.

Award of Bid will be based on the lowest total bid scenario cost*. Bid Scenario is given for evaluation purposes only. Actual order quantities will vary based on agency needs.

Actual order quantities will vary based on agency needs.

Civil War Trails Brochure Cost Sheet

Item Number	Description:	Quantity	Cost/Thousand
	Civil War Trails Brochure - Printing, Binding, Proofs, and Delivery as per specs		
	Basic Services		
1	Civil War Trails Brochure	10000 - 25,000	\$ /m
2	Civil War Trails Brochure	26,000 - 50,000	\$ /m
3	Civil War Trails Brochure	51,000 - 75,000	\$ /m
4	Civil War Trails Brochure	76,000 - 100,000	\$ /m
5	Civil War Trails Brochure	101,000 - 200,000	\$ /m
6	Civil War Trails Brochure	201,000-300,000	\$ /m

Civil War Trails Brochure Bid Scenario

	Description:	Quantity	Unit Cost/Thousand	Extended Cost
	Civil War Trails Brochure - Printing, Binding, Proofs, and Delivery as per specs			
	Basic Services			
	Civil War Trails Brochure	50,000	\$ /m	\$
	Civil War Trails Brochure	150,000	\$ /m	\$
	Total Bid Scenario*			\$

The bid scenario represents two (2) separate orders

Award of Bid will be based on the lowest **total bid scenario cost***. Pricing provided in the bid scenario must reflect the cost/thousand provided in items 1 through 6 above. Bid Scenario is given for evaluation purposes only. The number of orders and actual order quantities will vary based on agency needs.

EXAMPLE:

Civil War Trails Brochure Cost Sheet

Item Number	Description:	Quantity	Cost/Thousand
	Civil War Trails Brochure - Printing, Binding, Proofs, and Delivery as per specs		
	Basic Services		
1	Civil War Trails Brochure	10000 - 25,000	\$ /m 175.00
2	Civil War Trails Brochure	26,000 - 50,000	\$ /m 165.00
3	Civil War Trails Brochure	51,000 - 75,000	\$ /m 155.00
4	Civil War Trails Brochure	76,000 - 100,000	\$ /m 145.00
5	Civil War Trails Brochure	101,000 - 200,000	\$ /m 135.00
6	Civil War Trails Brochure	201,000-300,000	\$ /m 125.00

Civil War Trails Brochure Bid Scenario

	Description:	Quantity	Unit Cost/Thousand	Extended Cost
	Civil War Trails Brochure - Printing, Binding, Proofs, and Delivery as per specs			
	Basic Services			
	Civil War Trails Brochure	50,000	\$ /m 165.00	\$ 8250.00
	Civil War Trails Brochure	150,000	\$ /m 135.00	\$ 20,250.00
	Total Bid Scenario*			\$28,500.00

The bid scenario represents two (2) separate orders

Award of Bid will be based on the lowest **total bid scenario cost***. Pricing provided in the bid scenario must reflect the cost/thousand provided in items 1 through 6 above. Bid Scenario is given for evaluation purposes only. The number of orders and actual order quantities will vary based on agency needs.

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. TOR4255

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 exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____