

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

	Solicitation
1	*

NUMBER 7014C004

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

¢RYSTAL RINK 304-558-2306

DIVISION OF HIGHWAYS

EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201 304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

TYPE NAME/ADDRESS HERE **VEZOOR** DATE PRINTED

RFQ COPY

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## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.	
A pre-bid meeting will not be held prior to bid opening.	
A NON-MANDATORY PRE-BID meeting will be held at the following place	and time:
A MANDATORY PRE-BID meeting will be held at the following place and time	ne:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

February 19, 2014 at 5:00 PM EST

Submit Questions to:

Crystal Rink

2019 Washington Street, East

Charleston, WV 25305 Fax: 304-558-4115

Email: crystal.g.rink@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

	The bid should contain the information listed below on the face of the envelope or the bid may not be considered:
	SEALED BID
	BUYER:
	SOLICITATION NO.:
	BID OPENING DATE:
	BID OPENING TIME:
97	FAX NUMBER:
	In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:
	BID TYPE: Technical Cost
7.	BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.
	Bid Opening Date and Time: March 5, 2014 at 1:30 PM EST
	Bid Opening Location:  Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130
8.	ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

#### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - **2.1 "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - **2.3 "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - **2.4 "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - **2.5 "Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - **2.8 "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

$\checkmark$	Term Contract
	Initial Contract Term: This Contract becomes effective on award
	and extends for a period of 1 year(s).
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
	Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.
	Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.
	<b>Fixed Period Contract:</b> This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in

accordance with the category that has been identified as applicable to this Contract below:

		One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
		Other: See attached.
4.	receiv	ICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ing notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the xecuted Purchase Order will be considered notice to proceed
5.		NTITIES: The quantities required under this Contract shall be determined in accordance with tegory that has been identified as applicable to this Contract below.
	$\checkmark$	<b>Open End Contract:</b> Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
		<b>Service:</b> The scope of the service to be provided will be more clearly defined in the specifications included herewith.
	$\checkmark$	<b>Combined Service and Goods:</b> The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
		One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- **8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

	<b>BID BOND:</b> All Vendors shall furnish a bid bond in the amount total amount of the bid protecting the State of West Virginia. The bid with the bid.	of five percent (5%) of the bid bond must be submitted
	<b>PERFORMANCE BOND:</b> The apparent successful Vendor shall pring the amount of the issued and received by the Purchasing Division prior to Contract contracts, the performance bond must be 100% of the Contract value.	performance bond must be
	<b>LABOR/MATERIAL PAYMENT BOND:</b> The apparent succe labor/material payment bond in the amount of 100% of the Cont payment bond must be issued and delivered to the Purchasing Division	ract value. The labor/material
certific or irre same labor/i	of the Bid Bond, Performance Bond, and Labor/Material Payment In the ed checks, cashier's checks, or irrevocable letters of credit. Any ce wocable letter of credit provided in lieu of a bond must be of the same schedule as the bond it replaces. A letter of credit submitted is material payment bond will only be allowed for projects under \$100 are not acceptable.	ertified check, cashier's check, the amount and delivered on the n lieu of a performance and
	MAINTENANCE BOND: The apparent successful Vendomaintenance bond covering the roofing system. The maintenance bond to the Purchasing Division prior to Contract award.	or shall provide a two (2) year and must be issued and delivered
$\checkmark$	<b>WORKERS' COMPENSATION INSURANCE:</b> The apparent so appropriate workers' compensation insurance and shall provide proof	
$\checkmark$	INSURANCE: The apparent successful Vendor shall furnish proof prior to Contract award and shall list the state as a certificate holder:  Commercial General Liability Insurance:	
	\$250,000.00  Builders Risk Insurance: builders risk – all risk insu 100% of the amount of the Contract.	rance in an amount equal to
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insurance requirement is listed above.
<b>LICENSE(S)</b> / <b>CERTIFICATIONS</b> / <b>PERMITS:</b> In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount NA for NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- **14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- **20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **28. COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

#### 38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- **40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly Failure to comply with the foregoing requirements will result in public disclosure identifiable format. of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- **44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- **46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

    Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- **51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

- **52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- **b.** The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

#### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)		
(Authorized Signature)	77	
(Representative Name, Title)		
(Phone Number)	(Fax Number)	
(Date)		

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum	Numbers Received:		
(Check the be	ox next to each addendum recei	ved)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
further unders discussion he	stand that any verbal representat Id between Vendor's representa	tion mad tives an	enda may be cause for rejection of this bid. I de or assumed to be made during any oral d any state personnel is not binding. Only the ications by an official addendum is binding.
			Company
			Authorized Signature
			Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

# REQUEST FOR QUOTATION 7014C004-CNG BI\_FUEL INSTALLATION & CONVERSION KITS

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation/Division of Highways to establish an open-end contract for CNG Bi-Fuel Installation and Conversion Kits.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
  - **2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as 7014C004.
  - 2.4 "CNG" means compressed natural gas.
  - 2.5 "EPA" means Environmental Protection Agency.
  - 2.6 "NFPA 52" means National Fire Protection Association. (www.nfpa.org)
  - 2.7 "WVDOH" means West Virginia Division of Highways.
  - 2.8 "OEM" means Original Equipment Manufacturer.

## 3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - **3.1.1** Contract shall provide EPA approved, conversion from gasoline to CNG Bi-Fuel systems for any combination of the following types of equipment/vehicles.

## REQUEST FOR QUOTATION 7014C004-CNG BI FUEL INSTALLATION & CONVERSION KITS

- a. Transportation vehicles including; passenger cars, crew cab pickups, ¾ Ton pickup 2 wheel drive, ¾ Ton pickup 4x4, vans, utility wagons etc. Minimum of 50 to a maximum of 500.
- b. Single and tandem axle dump trucks. Minimum of 60, with 60 more single axle dumps on order, our maximum will be 250 to allow for further purchases.
- 3.1.2 Contract shall provide EPA approved conversion from gasoline or diesel to CNG Bi-Fuel systems for: 2012 Model year or newer vehicles/equipment factory equipped with gaseous bi-fuel prep kits installed by the manufacturer for natural gas conversion.
  - 3.1.2.1 Transportation vehicles, 2012 model year or newer for conversion to bi-fuel system. This may also include any transportation vehicles to be purchased from the statewide motor vehicle contract.
  - 3.1.2.2 Labor and material to install conversion kit for above.
  - 3.1.2.3 Please see Exhibit B, this lists all Passenger cars, Vans, SUV's and Pickups.
  - 3.1.2.4 Single or Tandem Axle Dump Trucks 2012 Model year or newer. This may also include any new single axle dump trucks and tandems to be purchased from contract 7013EC05 and 7011EC18A.
  - 3.1.2.5 Labor and material to install conversion kit for above.
  - 3.1.2.6 Please see Exhibit C, this lists all Single Axle or Tandem dump trucks.

#### 4. QUALIFICATIONS:

- 4.1.1 Vendor shall have the following minimum qualifications:
  - 4.1.1.1 Successful vendor shall be certified installer in the installation/conversion/repair process for CNG vehicles.

# REQUEST FOR QUOTATION 7014C004-CNG BI\_FUEL INSTALLATION & CONVERSION KITS

- 4.1.1.2 Successful vendor shall provide proof of certification. proof shall be letter or certificate from entity providing training.
- 4.1.1.3 CNG fuel system shall be installed in accordance with NFPA 52, (www.nfpa.org)

#### 5. WARRANTY:

- 5.1.1 Warranty shall be:
  - 5.1.1.1 Manufacturers standard warranty will remain intact on the units, and the process of the installation of the conversion kits shall not affect OEM warranty.

#### 6. VENDOR REQUIREMENTS:

- 6.1.1 Vendor shall be responsible for the following:
  - 6.1.1.1 Vendor shall provide a 3 day turn-around per vehicle/plus travel time, for pick-up, for kit installation and return of vehicle.
  - 6.1.1.2 Vendor shall provide any future repairs to the engine of these vehicles within the same 3 day time frame as in 6.1.1.1.

#### 7. CONTRACT AWARD:

- 7.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 7.2 Pricing Pages: Vendor should complete the Pricing Pages Exhibit A by quoting the unit price per vehicle or equipment. Vendor shall multiply the estimated quantity by unit price per vehicle or equipment and insert in

## REQUEST FOR QUOTATION 7014C004-CNG BI FUEL INSTALLATION & CONVERSION KITS

extended price column. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov.

#### 8. PAYMENT:

- **8.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8.2 Ordering: Vendor shall except orders by regular mail, facsimile, e-mail, or any other written forms of communication.
- 8.3 State Contract Purchase Orders (SCO): Spending Unit shall issue a written (SCO) Form number WV-39 Blanket Release for items covered by this contract.

#### 9. DELIVERY AND RETURN:

- 9.1 Shipment and Delivery: Vendor shall pick up the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall have 3 business days to complete work plus travel time after receiving a purchase order or notice to proceed. Contract items must be picked up and delivered to Agency at the WVDOH/Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.
- 9.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

# REQUEST FOR QUOTATION 7014C004-CNG BI\_FUEL INSTALLATION & CONVERSION KITS

- 9.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Item F.O.B. destination to the Agency's location.
- 9.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
<b>Telephone Number:</b>	
Fax Number:	
Email Address:	

#### COST SHEET RFQ#: 7014C004

ltem Number	Unit of Measure	Description	Estimated Quantity	Unit Price Per Vehicle	Extended Price
				Verneie	
1	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for passenger vehicles.	25		
2	Each	Equipment Only for Conversion of passenger vehicles from gasoline to CNG Bi-Fuel Systems	25		
3	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for pickup trucks.	300		
4	Each	Equipment Only for Conversion of Pickups from gasoline to CNG Bi-Fuel Systems.	300		
5	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for Vans.	49		
6	Each	Equipment Only for Conversion of Vans from gasoline to CNG Bi-Fuel Systems	49		
7	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for SUV,s, Sport Utility Vehicles.	100		
8	Each	Equipment Only for conversion of SUV's, Sport Utility  Vehicles	100		

Item Number	Unit of Measure	Description	Estimated Quantity	Unit Price Per Vehicle	Extended Price
9	Each	Labor only to install an EPA approved conversions from diesel to CNG Bi-Fuel Systems for Single Axle Dump Trucks.	62	remote	
10	Each	Equipment Only for conversion of Single Axle Dump Trucks.	62		
11	Each	Labor only to install an EPA approved conversions from diesel to CNG Bi-Fuel Systems for Tandem Dump Trucks.	71		
12	Each	Equipment Only for conversion of Tandem Axle Dump Trucks.	71	127	
				Grand Total	

, , .	Exhibit	В			
1 1					
, 1					
* -	ORG	EDNUM		MODEL	YEAR
	1 0060	201058:	W 3 NEWSTON	F250	2013
	2 0122	2010582		F250	2013
	3 0124	2010583	S. 8 (E-6).5 (E-6)	F250	2013
	4 0230	2010584		F250	2013
	5 0206	2010585		F250	2013
	6 0344	2010586	001/01/2000/05/200	F250	2013
	7 0343	2010587		F250	2013
	8 0307	2010588	1 1000000000000000000000000000000000000	F250	2013
	9 0307	2010589		F250	2013
	10 0337	2010590		F250	2013
	11 0354	2010591		F250	2013
	12 0318	2010592	FORD	F250	2013
	13 0353	2010593	FORD	F250	2013
	14 0353	2010594	FORD	F250	2013
	15 0473	2010595	FORD	F250	2013
	16 0417	2010596	FORD	F250	2013
	17 0512	2010597	FORD	F250	2013
	18 0529	2010598	FORD	F250	2013
	19 0652	2010599	FORD	F250	2013
	20 0667	2010600	FORD	F250	2013
	21 0701	2010601	FORD	F250	2013
	22 0798	2010602	FORD	F250	2013
	23 0847	2010603	FORD	F250	2013
	24 0897	2010604	FORD	F250	2013
	25 0910	2010605	FORD	F250	2013
	26 0932	2010606	FORD	F250	2013
	27 1070	2010607	FORD	F250	2013
	28 1055	2010608	FORD	F250	2013
	29 0070	2010609	FORD	F250	2013
	30 0070	2010610	FORD	F250	2013
	31 0060	2010611	FORD	F350	2014
	32 0060	2010612	FORD	F350	2014
	33 0077	2010613	FORD	F350	2014
	34 0170	2010614	FORD	F350	2014
12	35 0123	2010615	FORD	F350	2014
	36 0140	2010616	FORD	F350	2014
	37 0171	2010617	FORD	F350	2014
	38 0223	2010618	FORD	F350	2014
	39 0222	2010619	FORD	F350	2014
	40 0354	2010620	FORD	F350	2014
	41 0371	2010621	FORD	F350	2014
	42 0382	2010622	FORD	F350	2014
	43 0425	2010623	FORD	F350	2014
	44 0431	2010624	FORD	F350	2014
	45 0446	2010625	FORD	F350	2014
	46 0446	2010626	FORD	F350	2014

47 0439	201062	7 FORD	F350	2014
48 0482	201062	8 FORD	F350	2014
49 0512	201062	9 FORD	F350	2014
50 0519	201063	FORD	F350	2014
51 0529	201063	1 FORD	F350	2014
52 0605	2010632		F350	2014
53 0605	2010633		F350	2014
54 0670	2010634		F350	2014
55 0698	2010635		F350	2014
56 0751	2010636		F350	2014
57 0797	2010637		F350	2014
58 0870	2010638		F350	2014
59 0836 60 0870	2010639		F350	2014
61 0870	2010640		F350	2014
62 0913	2010641		F350	2014
63 0934	2010642		F350	2014
64 0934	2010643		F350	2014
65 1041	2010644 2010645	FORD	F350	2014
66 1041	2010646	FORD FORD	F350	2014
67 1055	2010647	FORD	F350	2014
68 0070	2015619	FORD	F350	2014
69 0070	2015620	FORD	F350 F350	2013
70 0172	2015621	FORD	F350	2013
71 0170	2015622	FORD	F350	2013
72 0121	2015623	FORD	F350	2013
73 0121	2015624	FORD	F350	2013 2013
74 0121	2015625	FORD	F350	2013
75 0121	2015626	FORD	F350	2013
76 0060	2018581	FORD	F350	2013
77 0582	2018582	FORD	F350	2012
78 0182	2018583	FORD	F350	2012
79 0103	2018584	FORD	F350	2012
80 0103	2018585	FORD	F350	2012
81 0108	2018586	FORD	F350	2012
82 0108	2018587	FORD	F350	2012
83 0122	2018588	FORD	F350	2012
84 0123	2018589	FORD	F350	2012
85 0124	2018590	FORD	F350	2012
86 0174	2018591	FORD	F350	2012
87 0174	2018592	<b>FORD</b>	F350	2012
88 0140	2018593	<b>FORD</b>	F350	2012
89 0140	2018594	<b>FORD</b>	F350	2012
90 0167	2018595	FORD	F350	2012
91 0173	2018596	FORD	F350	2012
92 0173	2018597	FORD	F350	2012
93 0127	2018599	FORD	F350	2012

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94 0123	201860		F350	2012
95 0124	201860		F350	2012
96 0197	201860		F350	2012
97 0222	201860		F350	2012
98 0280	201860		F350	2012
99 0223	201860	FORD	F350	2012
100 0230	201860	FORD	F350	2012
101 0230	2018607	FORD	F350	2012
102 0250	2018608	FORD	F350	2012
103 0250	2018609	FORD	F350	2012
104 0267	2018610	FORD	F350	2012
105 0298	2018611	FORD	F350	2012
106 0298	2018612	FORD	F350	2012
107 0337	2018613	<b>FORD</b>	F350	2012
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117 0409	2018623	FORD	F350	2012
118 0417	2018624	FORD	F350	2012
119 0425	2018625	FORD	F350	2012
120 0425	2018626	FORD	F350	2012
121 0425	2018627	FORD	F350	2012
122 0431	2018628	FORD	F350	2012
123 0431	2018629	FORD	F350	2012
124 0439	2018630	FORD	F350	2012
125 0467	2018631	FORD	F350	2012
126 0425	2018632	FORD	F350	2012
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129 0470	2018635	FORD	F350	2012
130 0473	2018636	FORD	F350	2012
131 0480	2018637	FORD	F350	2012
132 0482	2018638	FORD	F350	2012
133 0498	2018639	FORD	F350	2012
134 0502	2018640	FORD	F350	2012
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136 0512	2018642	FORD	F350	2012
137 0514	2018643	FORD	F350	
138 0514	2018644	FORD	F350	2012
139 0514	2018645	FORD	F350	2012
140 0516	2018646	FORD	F350	2012
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141 0516	201864	7 FORD	F350	2012
142 0529	2018648	B FORD	F350	2012
143 0533	2018649	FORD	F350	2012
144 0564	2018650	FORD	F350	2012
145 0580	2018651	L FORD	F350	2012
146 0597	2018652	FORD	F350	2012
147 0597	2018653		F350	2012
148 0598	2018654	FORD	F350	2012
149 0626	2018655	FORD	F350	2012
150 0697	2018656	FORD	F350	2012
151 0701	2018657	FORD	F350	2012
152 0704	2018658	FORD	F350	2012
153 0704	2018659	<b>FORD</b>	F350	2012
154 0721	2018660	<b>FORD</b>	F350	2012
155 0749	2018661	<b>FORD</b>	F350	2012
156 0771	2018662	<b>FORD</b>	F350	2012
157 0780	2018663	<b>FORD</b>	F350	2012
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159 0782	2018665	<b>FORD</b>	F350	2012
160 0782	2018666	<b>FORD</b>	F350	2012
161 0797	2018667	<b>FORD</b>	F350	2012
162 0836	2018668	<b>FORD</b>	F350	2012
163 0838	2018669	<b>FORD</b>	F350	2012
164 0838	2018670	<b>FORD</b>	F350	2012
165 0842	2018671	<b>FORD</b>	F350	2012
166 0842	2018672	<b>FORD</b>	F350	2012
167 0842	2018673	FORD	F350	2012
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170 0847	2018676	FORD	F350	2012
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188 1072	2018694	4 FORD	F350	2012
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191 1098	2018697		F350	2012
192 0279	2020384		F150	2012
193 0258	2020385		F150	2013
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197 0579	2020389		F150	2013
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199 0667	2020391		F150	2013
200 0970	2020392	<b>FORD</b>	F150	2013
201 1024	2020393	<b>FORD</b>	F150	2013
202 0077	2060765	<b>FORD</b>	F350	2014
203 0140	2060766	FORD	F350	2014
204 0167	2060767	<b>FORD</b>	F350	2014
205 0173	2060768	<b>FORD</b>	F350	2014
206 0267	2060769	<b>FORD</b>	F350	2014
207 0271	2060770	<b>FORD</b>	F350	2014
208 0280	2060771	<b>FORD</b>	F350	2014
209 0230	2060772	FORD	F350	2014
210 0318	2060773	FORD	F350	2014
211 0343	2060774	<b>FORD</b>	F350	2014
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214 0470	2060777	FORD	F350	2014
215 0431	2060778	<b>FORD</b>	F350	2014
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217 0498	2060780	<b>FORD</b>	F350	2014
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219 0516	2060782	FORD	F350	2014
220 0519	2060783	FORD	F350	2014
221 0514	2060784	FORD	F350	2014
222 0626	2060785	FORD	F350	2014
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227 0779	2060790	FORD	F350	2014
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230 0870 231 0870	62 C.	FORD	F350	2014
231 0870	82202 BOSTON STORES	FORD	F350	2014
232 0847		FORD	F350	2014
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279 0140	2068776	FORD	F350	2012
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281 0167	2068778	FORD	F350	2012
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327 0472	2068824	FORD	F350	2012
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340 0571	2068837	FORD	F350	2012
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382 0842	2068879	FORD	F350	2012
383 0910	2068880	FORD	F350	2012
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386 0934	2068883	<b>FORD</b>	F350	2012
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388 0970	2068885	FORD	F350	2012
389 0970	2068886	FORD	F350	2012
390 0971	2068887	FORD	F350	2012
391 0982	2068888	<b>FORD</b>	F350	2012
392 0983	2068889	FORD	F350	2012
393 1024	2068890	<b>FORD</b>	F350	2012
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395 1028	2068893	FORD	F350	2012
396 1041	2068894	<b>FORD</b>	F350	2012
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398 1041	2068896	FORD	F350	2012
399 1067	2068897	FORD	F350	2012
400 1067	2068898	FORD	F350	2012
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407 1041	2068905		F350	2012
408 1098	2068906	FORD	F350	2012
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426 0999	2130256 JEEP	CHEROKEE	2012
427 0085	2130257 JEEP	LIBERTY	2012
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466 0077	2130296 JEEP	PATRIOT	2014
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468 0799	2130298 JEEP	PATRIOT	2014
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470 0083	2130300 JEEP	PATRIOT	2014
471 0179	2130301 JEEP	PATRIOT	2014
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473 0180	2130303 JEEP	<b>PATRIOT</b>	2014
474 0180	2130304 JEEP	PATRIOT	2014
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476 0179	2130306 JEEP	PATRIOT	2014
477 0280	2130307 JEEP	PATRIOT	2014
478 0280	2130308 JEEP	<b>PATRIOT</b>	2014
479 0280	2130309 JEEP	<b>PATRIOT</b>	2014
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481 0379	2130311 JEEP	<b>PATRIOT</b>	2014
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483 0379	2130313 JEEP	PATRIOT	2014
484 0299	2130314 JEEP	PATRIOT	2014
485 0379	2130315 JEEP	PATRIOT	2014
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488 0480	2130318 JEEP	PATRIOT	2014
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516 0980	2130346 JEEP	PATRIOT	2014

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517 1079	2130347	7 JEEP	PATRIOT	2014
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525 0299	2130355	FORD	EXPED	2013
526 0056	2130356	<b>FORD</b>	EXPED	2013
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528 4000	2134357	CHEVY	<b>EQUINOX</b>	2013
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531 0070	2138255	<b>JEEP</b>	CHEROKEE	2012
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535 0066	2180375	<b>FORD</b>	E350	2012
536 0070	2180376	<b>FORD</b>	<b>EXPEDITIOI</b>	2013
537 0070	2180377	FORD	<b>EXPEDITIOI</b>	2013
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539 0170	2185352	GMC	SAVANA	2012
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542 0179	2188331	FORD	<b>EXPEDITIOI</b>	2012
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547 0379	2188336	FORD	<b>EXPEDITIOI</b>	2012
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554 0679	2188343	FORD	<b>EXPEDITIOI</b>	2012
555 0779	2188344	FORD	<b>EXPEDITIOI</b>	2012
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557 0879	2188346	FORD	<b>EXPEDITIOI</b>	2012
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561 0379	2188350	GMC	SAVANA	2012
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563 0279	2188354	GMC	SAVANA	2012

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567 1080	2188358	GMC	SAVANA	2012
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571 0298	2188362	GMC	SAVANA	2012
572 0298	2188363	GMC	SAVANA	2012
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576 0398	2188367	GMC	SAVANA	2012
577 0498	2188368	GMC	SAVANA	2012
578 0498	2188369	GMC	SAVANA	2012
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580 0598	2188371	GMC	SAVANA	2012
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588 0998	2188379	GMC	SAVANA	2012
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591 0198	2188382	GMC	SAVANA	2012
592 0298	2188383	GMC	SAVANA	2012
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594 0057	2210553	FORD	FUSION	2014
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605 0370	2210563	FORD	FUSION	2014
	2210564	FORD	FUSION	2014
606 0379 607 0480	2210565	FORD	FUSION	2014
608 0580	2210566	FORD	FUSION	2014
609 0679	2210567	FORD	FUSION	2014
610 0679	2210568 2210569	FORD	FUSION	2014
010 00/3	ZZ10303	FORD	FUSION	2014

611 0779	2210570	<b>FORD</b>	<b>FUSION</b>	2014
612 0798	2210571	<b>FORD</b>	FUSION	2014
613 0880	2210572	<b>FORD</b>	FUSION	2014
614 0879	2210573	<b>FORD</b>	<b>FUSION</b>	2014
615 0979	2210574	<b>FORD</b>	FUSION	2014
616 1079	2210575	<b>FORD</b>	<b>FUSION</b>	2014
617 0064	2210576	<b>FORD</b>	<b>FUSION</b>	2014

	ORG	EDNUM	MAKE	MODEL	YEAR	DESCRIP
1	0103	3710018	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0121	3710017	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0122	3710019	HINO	338		DUMP TRUCKS, SINGLE AXLE -
4	0140	3710001	HINO	338	2012	DUMP TRUCKS, SINGLE AXLE -
	0164	3710020	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0206	3710021	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0223	3710024	HINO	338		DUMP TRUCKS, SINGLE AXLE -
8	0230	3710015	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
9	0230	3710016	HINO	338	2013	<b>DUMP TRUCKS, SINGLE AXLE -</b>
10	0230	3710023	HINO	338	2013	<b>DUMP TRUCKS, SINGLE AXLE -</b>
11	0270	3710022	HINO	338	2013	<b>DUMP TRUCKS, SINGLE AXLE -</b>
12	0307	3710002	HINO	338	2012	DUMP TRUCKS, SINGLE AXLE -
13	0318	3710026	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
14	0318	3710029	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
15	0343	3710027	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
16	0354	3710025	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
17	0354	3710028	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
18	0425	3710003	HINO	338	2012	DUMP TRUCKS, SINGLE AXLE -
19	0431	3710004	HINO	338	2012	DUMP TRUCKS, SINGLE AXLE -
20	0471	3710032	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
21	0472	3710031	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
22	0482	3710030	HINO	338	2013	DUMP TRUCKS, SINGLE AXLE -
23	0502	3710036	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0514	3710037	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0516	3710005	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0516	3710034	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0519	3710035	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0529	3710033	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0626	3710041	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0635	3710040	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0648	3710038	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0648	3710039	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0652	3710042	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0671	3710006	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0704	3710043	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0711	3710047	HINO	338		DUMP TRUCKS, SINGLE AXLE -
		3710044	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0749	3710045	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0751	3710046	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0836 0838	3710051 3710049	HINO HINO	338 338		DUMP TRUCKS, SINGLE AXLE - DUMP TRUCKS, SINGLE AXLE -
	0838	3710049 3710050	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0842	3710030	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0847	3710048	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0910	3710032	HINO	338		DUMP TRUCKS, SINGLE AXLE -
	0910 0910	3710010	HINO	338		DUMP TRUCKS, SINGLE AXLE -
70	0310	2,10011	IIIVO	330	2012	DOWN TROCKS, SHAGEL WALE -

47 0910	3710057	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
48 0913	3710008	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
49 0913	3710013	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
50 0913	3710055	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
51 0913	3710056	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
52 0932	3710009	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
53 0934	3710007	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
54 0934	3710014	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
55 0934	3710054	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
56 0945	3710012	HINO	338	2012 DUMP TRUCKS, SINGLE AXLE -
57 0945	3710053	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
58 1024	3710058	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
59 1024	3710059	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
60 1028	3710062	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
61 1041	3710060	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -
62 1041	3710061	HINO	338	2013 DUMP TRUCKS, SINGLE AXLE -

*	,					
	ORG	<b>EDNUM</b>	MAKE	MODEL	YEAR	DESCRIP
1	0103	3770566	MACK	GU713	2012	<b>DUMP TRUCKS, TANDEM AXLE</b>
2	0121	3770579	MACK	GU713		<b>DUMP TRUCKS, TANDEM AXLE</b>
3	0121	3770584	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
4	0122	3770581	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
5	0127	3770580	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0127	3770583	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0164	3770559	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0167	3770532	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0167	3770539	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0167	3770546	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0170	3770563	MACK	GU713		
	0171	3770547	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0172	3770601	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0172					DUMP TRUCKS, TANDEM AXLE
	0222	3770582	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
		3770555	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0223	3770551	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0267	3770540	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0353	3770585	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0367	3770531	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0367	3770534	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
	0367	3770536	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
	0367	3770537	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
	0370	3770587	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
	0372	3770548	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
25	0372	3770586	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
26	0417	3770590	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
27	0439	3770588	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
28	0439	3770589	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
29 (	0446	3770562	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
30 (	0467	3770530	MACK	GU713	2012	DUMP TRUCKS, TANDEM AXLE
31 (	0471	3770578	MACK	GU713	2013	DUMP TRUCKS, TANDEM AXLE
32 (	0472	3770557	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
33 (	0473	3770577	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
34 (	0512	3770549	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
35 (	0533	3770571	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
36 (	0564	3770558	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
37 (	0564	3770569	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
38 (	)564	3770597	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
39 (	0567	3770533	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0567	3770543	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	0570	3770570	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	)582	3770565	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	)582 )582	3770568	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
	)582 )582	3770598	MACK	GU713		-x-community monopolitical visit and an accommunity management
45 C		3770599	MACK	GU713		DUMP TRUCKS, TANDEM AXLE
46 0		3770535				DUMP TRUCKS, TANDEM AXLE
-10 U	7007	3110333	MACK	GU713	2012 L	DUMP TRUCKS, TANDEM AXLE

47 0667	3770538	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
48 0701	3770564	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
49 0711	3770561	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
50 0751	3770552	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
51 0767	3770541	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
52 0767	3770542	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
53 0770	3770591	MACK	GU713	2013 DUMP TRUCKS, TANDEM AXLE
54 0836	3770544	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
55 0838	3770560	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
56 0842	3770545	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
57 0842	3770553	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
58 0842	3770593	MACK	GU713	2013 DUMP TRUCKS, TANDEM AXLE
59 0847	3770567	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
60 0882	3770592	MACK	GU713	2013 DUMP TRUCKS, TANDEM AXLE
61 0913	3770556	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
62 0970	3770594	MACK	GU713	2013 DUMP TRUCKS, TANDEM AXLE
63 0971	3770572	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
64 0983	3770550	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
65 0983	3770573	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
66 1041	3770575	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
67 1041	3770576	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
68 1071	3770574	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
69 1071	3770600	MACK	GU713	2014 DUMP TRUCKS, TANDEM AXLE
70 1072	3770554	MACK	GU713	2012 DUMP TRUCKS, TANDEM AXLE
71 1072	3770595	MACK	GU713	2014 DUMP TRUCKS, TANDEM AXLE

#### State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

45

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.

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.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and tes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder:

Signed:

Title:\_\_\_\_\_

004

## STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### **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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# Vendor's Name: Authorized Signature: 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

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same. Notary required to AFFIX SEAL on Purchasing Affidavit.