

REQUEST FOR BIDS 01307

The West Virginia Network for Educational Telecomputing (WVNET) is soliciting bids from vendors to provide 100MB, and/or 1GB Carrier Ethernet Layer 2 connections. Connections are listed below. Please provide copper handoffs at all locations. This contract will be effective for three years from bid award with options to renew for two additional one year periods. WVUP referred to in this request is West Virginia University Parkersburg.

Connection 1: Bid at 100mb and 1 GB
A - WVUP Main Campus
B - WVNET

Connection 2: Bid at 100mb and 1 GB
A - WVUP Main Campus
B - WV Capitol Complex

Note: Please bid on one (1 or 2) or both (1 and 2) of the above. WVNET will then pick one or both connections depending on pricing.

Connection 3: Bid at 100mb
A - WVUP Main Campus
B - WVUP JCC Campus

Connection 4: Bid at 100mb with purchased rate of 20mb, 30mb, 40mb, 50mb, and 100mb
A - WVUP Main Campus
B - WVUP Downtown Campus

Demarcs:

WVUP Main Campus, Basement, Server Room 0103, 300 Campus Dr., Parkersburg, WV
WVUP JCC Campus, Larger of 2 buildings, 107 Academy Dr., Ripley, WV
WVUP Downtown Campus, 705, 707, 709, 711 Market Street Parkersburg, WV (all same physical location)
WVNET, Data Center, 837 Chestnut Ridge Rd, Morgantown, WV
WV Capitol Complex, Building 6, Vault, 1900 Kanawha Blvd, East, Charleston, WV

Local contacts:

WVUP Main Campus - Doug Anthony 304-424-8280 danthony@wvup.edu
WVUP Downtown Campus - Doug Anthony 304-424-8280 danthony@wvup.edu
WVUP JCC Campus - John Gorrell 304-420-8633
WVNET Morgantown and Charleston - Allen Daugherty 304-293-5192 x242 allen@mail.wvnet.edu

Vendors may contact Doug Anthony, John Gorrell, or Allen Daugherty only for determining Demarc access and inspection if needed. All other questions should be in writing and directed to WVNET / Greg Kidder.

PART I -INSTRUCTIONS TO BIDDERS

1. Use the forms provided by WVNET, as instructed.
2. All quotations are considered F.O.B. destination, prepaid and allowed.
3. Bids must be delivered by the vendor to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotation on time will result in disqualification.

ORIGINAL SIGNED BID TO:

CHIEF PROCUREMENT OFFICER
WVNET
837 Chestnut Ridge Road, Morgantown, WV 26505
RE: SEALED BID RFB 01307

PART II: GENERAL TERMS & CONDITIONS FOR RFB 01307

1. Awards will be made in the best interest of WVNET and WV Higher Education Institutions.
2. WVNET may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the rules and regulations of WV Higher Education.
4. Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.
5. All services performed or goods delivered under higher education purchase orders are to be continued for the term of the purchase order, 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.
6. Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed. Vendors are to provide amounts for outright purchase, payable in arrears.
7. Interest may be paid for late payment in accordance with the West Virginia Code.
8. WVNET is exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificate may be requested.
9. The WVNET Chief Procurement Officer 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 rules and regulations of WV Higher Education shall govern all rights and duties under the contract.

PART III - PROCEDURAL SPECIFICATIONS

A. VENDOR BIDS

1. The vendor must respond to each requirement of the attached bid sheet and exhibits.
2. A vendor's response should consist of:
 - a. a copy of the RFB with the vendor's response to all sections of the attached Bid Sheet (Attachment A), and all exhibits;
 - b. the vendor's completed WV-96 in the event that the vendor has terms and conditions to be signed by WVNET;
 - c. any proposal that does not adhere to this format, and/or which does not address each requirement within the RFB bid sheet and exhibits, may be deemed non-responsive and may be rejected on that basis.
3. WVNET reserves the right to waive any informality in the bid format.
4. The vendor should provide one (1) complete copy of their bid for use in the evaluation process; along with the one (1) signed original.
5. Bids should be prepared simply and economically, providing a straight- forward, concise description of the vendor's capability to satisfy the requirements of the RFB.
6. The vendor shall bear all costs associated with the preparation and presentation of the vendor's bid. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFB.

B. SCHEDULE OF EVENTS FOR RFB 01307

Release of RFB	April 30, 2013
Deadline for Vendor Written Inquiries 5:00 PM	May 08, 2013
Response to Vendor Questions	May 10, 2013
Bid Opening 1:00 PM	May 16, 2013

1. Release of RFB

This RFB is being issued by WVNET on April 30, 2013. You are invited to bid on the enclosed requirements. Pre-contract discussions and agreements are preliminary in nature. WVNET and/or the State of West Virginia will assume no obligation to the vendor until a formal commitment in writing has been made.

2. Deadline for Vendor Written Inquiries

Vendors may submit written questions relative to the intent or clarity of this RFB until 5:00 PM on May 08, 2013. All written questions must be addressed to: Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV, 26505 or <mailto:gkidder@mail.wvnet.edu>

3. Response to Vendor Questions

Written responses to significant written questions and any RFB amendments (addenda) will be posted by May 10, 2013. Questions and answers that are determined by WVNET to be significant to other bidders will either be distributed or made available in writing to all interested vendors on the WVNET purchasing website at the following address. It is the vendor's responsibility to check the website for answers to questions and for addenda related to this RFB.

<http://www.wvnet.edu/purchasing?id=169>

4. Bid Opening Date and Time

All vendor bids must be received at WVNET by 1:00 PM on May 16, 2013. Bids must include a letter committing the vendor to the bid signed by an authorized party and the bid must be valid for a period of at least 60 days. Please reference RFB 01307 on ALL paperwork.

C. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery of support services and documentation provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters.

D. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, WVNET against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, WVNET shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide WVNET the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by WVNET to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

E. EVALUATION CRITERIA

Price	50%
Reliability during past year (May 2012 – April 2013, in your network where proposed circuits will run, both physical circuits and configurations in your networking gear that provision them)	50%

Attachment A

WVNET Bid Form

RFB 01307

Bid to: Chief Procurement Officer
RFB 01307
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

The undersigned hereby certifies that he/she has read and understands all mandatory requirements of RFB 01307 and where the requirements provide that the vendor must have the capacity to provide either 100MB or a 1GB Carrier Ethernet Layer 2 connections at locations described above. The undersigned certifies that the vendor has such capacity.

Vendor is required to respond to each of the following six requirements:

1. Provide detailed fiber routing for the proposed connections, including detailed demarc information. Identify any new construction that must be completed before delivery of service.
2. Provide time for each circuit to be installed from time of bid award. Payment will not start until the circuit is ready and WVNET and WVUP have verified the circuit is operational.
3. Detail your Mean Time Between Failure and Mean Time to Repair for similar services on the fiber routes these connections will take during the past year (April 2012 – April 2013).
4. Detail outages caused by fiber cuts or provisioning issues in your networking gear for the past year on the routes these connections will take during the past year (April 2012 – April 2013).
5. In the event of service impairment/failure, please describe the troubleshooting and escalation procedures, including dispatch points for service technicians. Please detail the response time for trouble tickets, repairs, and any automatic escalation that may occur.
6. If this service is comprised of third party leased service or fiber, please detail, if possible, and provide MTBF and MTTR for that third party. Also, for third party leased service or fiber, please list the third party or parties subcontracted.

In cases where the requirements stipulate that the vendor must agree to certain terms and conditions, the vendor hereby agrees to those terms and conditions and submits this bid.

Date: _____

Vendor (Company) Name: _____

Signature of Person Submitting Bid: _____

Print or Type Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Connection 1: WVUP Main Campus to WVNET Morgantown

Price for 100 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 1GB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Connection 2: WVUP Main Campus to WV Capitol Complex

Price for 100 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 1GB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Connection 3: WVUP Main Campus to WVUP JCC Campus Ripley

Price for 100 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Connection 4: WVUP Main Campus to WVUP Downtown Campus

Price for 20 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 30 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 40 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 50 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

Price for 100 MB Connection \$ _____ MRC (Monthly Recurring Cost)
\$ _____ NRC (Non-Recurring One Time Cost)

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Amendment Receipt Form

RFB/RFP # _____

I acknowledge the receipt of the following amendments for the above
stated bid:

Amendment 1: _____

Amendment 2: _____

Amendment 3: _____

If there are no amendments to this RFB/RFP, this form is not required
to be submitted with the bid.

All amendments will be placed on the WVNET website at this URL:

<http://wvnet.edu/purchasing?id=169>

Bidding Vendor Signature _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 _____

WV-1
REV. 04/01/09

STATE OF WEST VIRGINIA
PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

Dear Vendor:

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** (§5A-3-12) requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement.

All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the **West Virginia Purchasing Bulletin**, in which purchases expected to exceed twenty-five thousand dollars (\$25,000) are advertised.

Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division
Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Pages 1 and 2 which consist of information related to vendor organizational structure must be completed. Whenever a change occurs in the information submitted as required, such change shall be reported immediately in the same manner as required in the original disclosure affidavit (**WV Code §5A-3-12**). If you have any questions concerning the Vendor Registration and Disclosure Statement, please call the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the West Virginia Purchasing Division

1. Legal Name of Company/Individual _____
 Bidding Address _____

 City/State/Zip _____
 Contact Person _____
 Telephone Number _____ FAX Number _____

2. Vendor Classified As:

<input type="checkbox"/> Individual/ Sole Proprietor	<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Corporation	[Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] _____
<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Other (Explain) _____
<input type="checkbox"/> Estate/Trust	_____

3. If you have a Federal Employer's Identification Number enter it. All partnerships, corporations, or companies with employees must have an FEIN.

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For individuals with no FEIN, enter Social Security Number.

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4. By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

<input type="checkbox"/> Disabled Small Business Ownership [1]	<input type="checkbox"/> Veteran Small Business Ownership [4]
<input type="checkbox"/> Minority Small Business Ownership [2]	<input type="checkbox"/> Woman Small Business Ownership [5]
<input type="checkbox"/> Small Business Ownership [3]	

The information gathered in question 4 is for data collection efforts only.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

5. Are you registering as a new vendor with the Purchasing Division? _____ **No** _____ **Yes**
6. Are you updating the information previously submitted? _____ **No** _____ **Yes**
7. Are you completing this form to register a branch/division/subsidiary?
If yes, please list the parent company's name, address, and FEIN. _____ **No** _____ **Yes**

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name	Street Address, City and State
_____	_____
_____	_____

9. List the name, title, city and state of residence for all officers. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the vendor is classified as a Limited Liability Company (LLC) with only one officer, list officer above and initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

11. What is the latest Dun & Bradstreet number and rating on the vendor *(if available)*?

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.

_____ **No** _____ **Yes**

13. List the three digit commodity code number(s) from the list on pages 3 and 4 which best describe the product(s)/service(s) furnished by your company. *(Attach additional page, if necessary)*

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete.

Vendor Signature

Title

Date

PURCHASING DIVISION USE ONLY

Vendor ID: * _____

Check No.: _____

Memo No.: _____

Date: _____

Entered by: _____

Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
005	ABRASIVES	233	CRAFTS, SPECIALIZED
010	ACOUSTICAL TILE, INSULATING MATERIALS, & SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, SUPPLIES
015	ADDRESSING, COPYING, MIMEOGRAPH MACHINES	245	DAIRY EQUIPMENT & SUPPLIES
020	AGRICULTURAL EQUIPMENT	250	DATA PROCESSING CARDS & PAPER
022	AGRICULTURAL, PARTS	920	DATA PROCESSING SERVICES & SOFTWARE
025	AIR COMPRESSORS & ACCESSORIES	255	DECALS & STAMPS
031	AIR CONDITIONING, HEATING, & VENTILATING EQUIPMENT	260	DENTAL EQUIPMENT & SUPPLIES
035	AIRCRAFT & AIRPORT, EQUIPMENT, PARTS & SUPPLIES	265	DRAPERIES, CURTAINS, UPHOLST. MATERIALS (& AUTO)
905	AIRCRAFT OPERATIONS SERVICES	271	DRUGS, PHARMACEUTICAL, & SETS
040	ANIMALS	924	EDUCATIONAL SERVICES
045	APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE	280	ELECTRICAL CABLES & WIRES (NOT ELECTRONIC)
906	ARCHITECT-ENGINEER & PROF. DESIGN SERVICES	285	ELECTRICAL EQUIP. & SUPPLIES (EXCEPT CABLE & WIRE)
050	ARTEQUIPMENT	287	ELECTRONIC COMPONENTS, REPLACE. PARTS, & ACCESS.
052	ART OBJECTS	295	ELEVATORS, BUILDING TYPE
715	AUDIOVISUAL MATERIALS (PREPARED)	300	EMBOSSING & ENGRAVING
055	AUTOMOTIVE ACCESSORIES	290	ENERGY COLLECTING EQUIPMENT: SOLAR & WIND
065	AUTOMOTIVE BODIES, PARTS	305	ENGINEERING EQUIP., SURVEYING EQUIP., DRAWING
060	AUTOMOTIVE PARTS	310	ENVELOPES, PLAIN OR PRINTED
075	AUTOMOTIVE SHOP EQUIPMENT	315	EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS
070	AUTOMOTIVE VEHICLES & TRANSPORTATION EQUIPMENT	929	EQUIPMENT MAINTENANCE, ETC., AG, AUTO, INDUSTRIAL
080	BADGES, EMBLEMS, NAME TAGS & PLATES, JEWELRY, ETC.	931	EQUIPMENT MAINTENANCE, ETC., APPLIANCE, FURNITURE
085	BAGS, BAGGING, TIES, & EROSION CONTROL EQUIPMENT	934	EQUIPMENT MAINTENANCE, ETC., GENERAL
090	BAKERY EQUIPMENT	938	EQUIP. MAINTENANCE, ETC., LAUNDRY, LAWN, PLUMBING
375	BAKERY PRODUCTS	936	EQUIPMENT MAINTENANCE, ETC., MEDICAL
095	BARBER & BEAUTY SHOP EQUIPMENT & SUPPLIES	939	EQUIPMENT MAINTENANCE, ETC., OFFICE, PHOTO, TV
100	BARRELS, DRUMS, KEGS, & CONTAINERS	318	FARE COLLECTION EQUIPMENT & SUPPLIES
105	BEARINGS (WHEEL BEARINGS & SEALS - SEE CLASS 060)	320	FASTENING EQUIPMENT
110	BELTS & BELTING: CONVEYOR, ELEVATOR, POWER TRANS.	325	FEED, BEDDING, VITAMINS & SUPPLEMENTS FOR ANIMALS
115	BIOCHEMICALS, RESEARCH	330	FENCING
270	BIOLOGICALS FOR HUMAN USAGE	335	FERTILIZERS & SOIL CONDITIONERS
120	BOATS, MOTORS, & MARINE & WILDLIFE SUPPLIES	946	FINANCIAL SERVICES
125	BOOKBINDING SUPPLIES	340	FIRE PROTECTION EQUIPMENT & SUPPLIES
908	BOOKBINDING, REBINDING, & REPAIRING	345	FIRST AID & SAFETY EQUIP. (NOT NUCLEAR OR WELDING)
135	BRICKS & OTHER CLAY PRODUCTS, REFRACTORY MATERIALS	350	FLAGS, FLAG POLES, BANNERS, & ACCESSORIES
140	BROOM, BRUSH, & MOP MFC MACHINERY & SUPPLIES	360	FLOOR COVERING, INSTALLATION, REMOVAL & SUPPLIES
145	BRUSHES (NOT OTHERWISE CLASSIFIED)	365	FLOOR MAINTENANCE MACHINES
150	BUILDER'S SUPPLIES	370	FOOD PROCESSING & CANNING EQUIPMENT & SUPPLIES
910	BUILDING MAINTENANCE & REPAIR SERVICES	380	FOODS: DAIRY PRODUCTS
155	BUILDINGS & STRUCTURES: FABRICATED & PREFABRICATED	385	FOODS: FREEZE-DRIED, FROZEN, READY-TO-EAT
160	BUTCHER SHOP & MEAT PROCESSING EQUIPMENT	390	FOODS: PERISHABLES
165	CAFETERIA & KITCHEN EQUIPMENT, COMMERCIAL	393	FOODS: STAPLES
175	CHEMICAL LABORATORY EQUIPMENT & SUPPLIES	395	FORMS, CONTINUOUS: COMP. PAPER, LABELS & FOLDERS
180	CHEMICAL RAW MATERIALS	400	FOUNDRY CASTINGS, EQUIPMENTS, AND SUPPLIES
190	CHEMICALS & SOLVENTS, COMMERCIAL (IN BULK)	405	FUEL, OIL, GREASE & LUBRICANTS
192	CLEANING COMPOSITIONS, DETERGENTS (PREPACKAGED)	415	FURNITURE, LABORATORY
193	CLINICAL LABORATORY REAGENTS & TESTS	425	FURNITURE, OFFICE
195	CLOCKS, TIMERS, WATCHES, & EQUIPMENT	420	FURNITURE: CAFE., CHAPEL, DORM., HOUSE, SCHOOL
200	CLOTHING, APPAREL, UNIFORMS, & ACCESSORIES	410	FURNITURE: HEALTH CARE & HOSPITAL FACILITY
915	COMMUNICATIONS & MEDIA SERVICES	430	GASES, CONTAINERS, EQUIPMENT: LAB., MED., WELDING
205	COMPUTER SYSTEMS: HARDWARE, SOFTWARE, & SUPPLIES	435	GERMICIDES, HEALTH CARE
210	CONCRETE & METAL CULVERTS, PILING, PIPE, SUPPLIES	440	GLASS & GLAZING SUPPLIES
220	CONTROLLING, INDICATING, MEASURING, SUPPLIES	450	HARDWARE & RELATED ITEMS
225	COOLERS, DRINKING WATER (WATER FOUNTAINS)	948	HEALTH RELATED SERVICES (HUMAN SER. SEE CLASS 952)
232	CRAFTS, GENERAL	745	HIGHWAY BUILDING MATERIALS, ASPHALT

Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
475	HOSPITAL, SURGICAL & MEDICAL ACCESSORIES	966	PRINTING, PUBLISHING, SILK SCREENING, TYPESETTING
952	HUMAN SERVICES	961	PROFESSIONAL SERVICES
545	INDUSTRIAL MACHINERY & HARDWARE	710	PROSTHETIC DEVICES: HEARING AIDS, AUDITORY, ETC.
485	JANITORIAL SUPPLIES, GENERAL LINE	968	PUBLIC WORKS, CONSTRUCTION SERVICES
495	LABORATORY & FIELD EQUIPMENT: BIO., BOT., ETC.	720	PUMPING EQUIPMENT & ACCESSORIES
493	LABORATORY EQUIPMENT: BIOCHEM., CHEM., ENV. SCI.	730	RADIO COMM. & TELECOMMUNICATION TESTING, EQUIP.
490	LABORATORY EQUIPMENT: NUCLEAR, OPTICAL, PHYSICAL	725	RADIO COMMUNICATION, TELEPHONE, & TELECOMM.
505	LAUNDRY & DRY CLEANING COMPOUNDS AND SUPPLIES	735	RAGS, SHOP TOWELS, & WIPING CLOTHS
500	LAUNDRY & DRY CLEANING EQUIPMENT	971	REAL PROPERTY RENTAL OR LEASE
954	LAUNDRY & DRY CLEANING SERVICES	740	REFRIGERATION EQUIPMENT & ACCESSORIES
510	LAUNDRY TEXTILES & SUPPLIES	975	RENTAL, LEASE OF EQUIP. - AG., AIR., AUTO.
515	LAWN MAINTENANCE EQUIPMENT, ACCESSORIES (NON-AG)	977	RENTAL, LEASE OF EQUIP. - APPLIANCES, FILM, FURN.
520	LEATHER & RELATED EQUIPMENT, PRODUCTS, ACCESS.	985	RENTAL, LEASE OF EQUIP. - OFFICE, PHOTO, PRINT, TV
525	LIBRARY & ARCHIVAL EQUIPMENT, & SUPPLIES	979	RENTAL, LEASE OF EQUIP. - ENG. LAB., REFRIG.
956	LIBRARY SERVICES	981	RENTAL, LEASE OF EQUIP. - GENERAL EQUIPMENT
530	LUGGAGE, BRIEF CASES, PURSES & RELATED ITEMS	983	RENTAL, LEASE OF EQUIP. - JANITORIAL, LAUNDRY
540	LUMBER & RELATED PRODUCTS	765	ROAD & HIGHWAY EQUIP. (EXCEPT ASPHALT, CONCRETE)
550	MARKERS, PLAQUES, SIGNS, & TRAFFIC CONTROL DEVICES	755	ROAD & HIGHWAY EQUIP., ASPHALT AND CONCRETE
555	MARKING & STENCILING DEVICES	760	ROAD & HIGHWAY EQUIPMENT, EARTH HANDLING
557	MASS TRANSIT, BUS ACCESSORIES	988	ROADSIDE, GROUNDS, & PARK AREA SERVICES
556	MASS TRANSIT, BUSES	770	ROOFING (EXCEPT WOOD - SEE CLASS 540)
559	MASS TRANSIT, RAIL VEHICLE ACCESSORIES & PARTS	775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
558	MASS TRANSIT, RAIL VEHICLES	780	SCALES & WEIGHING APPARATUS (175-08 LAB. BALANCE)
560	MATERIAL HANDLING EQUIPMENT	785	SCHOOL EQUIPMENT & SUPPLIES
565	MATTRESS MANUFACTURING MACHINERY & SUPPLIES	990	SECURITY, FIRE, SAFETY, & EMERGENCY SERVICES
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, ETC.,	790	SEED, SOD, SOIL, & INOCULANTS
575	MICROFICHE & MICROFILM EQUIP., ACC., & SUPPLIES	795	SEWING ROOM & TEXTILE MACHINERY, & ACCESSORIES
578	MISCELLANEOUS PRODUCTS	800	SHOES & BOOTS
962	MISCELLANEOUS SERVICES	803	SOUND SYSTEMS, COMPONENTS, ACCESSORIES: I-COM, PA
580	MUSICAL INSTRUMENTS, ACCESSORIES, & SUPPLIES	805	SPORTING & ATHLETIC GOODS
590	NOTIONS, SEWING ACCESSORIES & SUPPLIES	810	SPRAYING EQUIP. (EXCEPT HOUSEHOLD, NURSERY, PAINT)
595	NURSERY STOCK, EQUIPMENT, & SUPPLIES	815	STEAM & HOT WATER FITTINGS, ACCESSORIES, & SUPPLIES
600	OFFICE MACHINES	820	STEAM BOILERS, STEAM HEATING, & POWER PLANT EQUIP.
605	OFFICE MECHANICAL AIDS & SMALL MACHINES	825	STOCKMENEQUIPMENT & SUPPLIES
615	OFFICE SUPPLIES, GENERAL	998	SURPLUS SALES
610	OFFICE SUPPLIES: CARBON PAPER & RIBBONS, ALL TYPES	830	TANKS: MOBILE, PORTABLE, STATIONARY
620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS	832	TAPE (NOT DP, MEASURING, OPTICAL, SEWING, SOUND)
625	OPTICAL EQUIPMENT, ACCESSORIES, & SUPPLIES	840	TELEVISION EQUIPMENT & ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, ETC.	845	TESTING APPARATUS & INSTRUMENTS (NOT ELECT.)
635	PAINTING EQUIPMENT & ACCESSORIES	850	TEXTILES, FIBERS, HOUSEHOLD LINENS, & PIECE GOODS
645	PAPER (FOR OFFICE & PRINT SHOP USE)	855	THEATRICAL EQUIPMENT & SUPPLIES
640	PAPER & PLASTIC PRODUCTS, DISPOSABLE	860	TICKETS, COUPON BOOKS, SALES BOOKS, SCRIPT BOOKS
650	PARK, PLAYGROUND, & SWIMMING POOL EQUIPMENT	893	TIRES & TUBES
964	PERSONNEL, TEMP. (EMPLOYMENT AGENCY SERVICES)	445	TOOLS, HAND (POWERED & NON-POWERED)
655	PHOTO. EQUIP. (NO GRAPH. ARTS, MICRO, X-RAY)	864	TRAIN CONTROLS, ELECTRONIC
660	PIPES, TOBACCOS, & SMOKING ACCESSORIES	865	TWINE
665	PLASTICS, RESINS, FIBERGLASS	870	VENETIAN BLINDS, AWNINGS, & SHADES
670	PLUMBING EQUIPMENT, FIXTURES, & SUPPLIES	875	VETERINARY EQUIPMENT & SUPPLIES
675	POISONS, AGRICULTURAL & INDUSTRIAL	880	VISUAL EDUCATION EQUIPMENT
680	POLICE EQUIPMENT & SUPPLIES	890	WATER SUPPLY & SEWAGE EQUIP. (NOT AC, LAB.)
685	POULTRY EQUIPMENT & SUPPLIES	885	WATER TREATING CHEMICALS
700	PRINTING PLANT EQUIPMENT & SUPPLIES (EXCEPT PAPERS)	895	WELDING EQUIPMENT & SUPPLIES
705	PRINTING PREPARATIONS: ETCHING, MATS, NEGS., PLATES	898	X-RAY & OTHER RADIOLOGICAL EQUIP. & SUPPLIES



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and, (Company Name)

2. I do hereby attest that _____ (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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.

- 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,
- 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,
- 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,
- 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,
- 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,
- 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.