



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

The West Virginia Parkways Authority will receive sealed proposals for the following:

SEVERE SERVICE CHASSIS W/14' PLATFORM BODY

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until **2PM on Tuesday, May 31st, 2016**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the WV Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Faxed or emailed bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

ATTN: PURCHASING DEPARTMENT

RFQ: SEVERE SERVICE CHASSIS W/14' PLATFORM BODY

BID OPENING DATE: 5/31/16

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

**WEST VIRGINIA PARKWAYS AUTHORITY
MAINTENANCE DIVISION**

PROCUREMENT SPECIFICATIONS

Severe Service Chassis w/14' Platform Body

Units: One (1) Severe Service Chassis w/14' Platform Body

1.0 PURPOSE

These specifications describe a Severe Service Chassis w/14' Platform Body, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

2.1 The current purchasing procedures and any new procedures or requirements that are promulgated after the request for bids are issued and which are established by addendum to the requests for bids regarding bidding as established by the Authority shall apply.

2.2 Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.

2.3 Bidders must indicate "comply" or "non-comply" for each specification described in Sections 5.0 and 6.0. The unit must meet the specifications fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the bidder's proposal.

2.4 FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.

2.5 It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level or that it may or may not represent a best value purchase because of such non-compliance.

2.6 Bidders are to submit additional manufacturer's literature and information pertinent to their proposal as may be available.

2.7 Bidders may submit more than one proposal if different unit models are to be offered.

2.8 Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Margaret Vickers, Director of Purchasing
West Virginia Parkways Authority
3310 Piedmont Road
Charleston, WV 25603
Phone: (304) 926-1900 Fax: (304)926-1909
Email: mvickers@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, shop, maintenance, and parts manuals and the **Certificate of Origin or Title are received.**

4.0 AWARD CRITERIA

- 4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are general in nature describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.
- 4.2** The Authority realizes that certain models can have features beneficial to the Authority even though such features may not be specifically described in the technical specifications, Section 6.0. The vendor is to submit available literature and supporting documentation describing the unit in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed unit, it may do so in a separate document included in its bid submittal package. In evaluating the bids, the Authority may consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.
- 4.3** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

5.0	GENERAL SPECIFICATIONS	Comply	Non Comply
------------	-------------------------------	---------------	-----------------------

5.1	IDENTIFICATION OF THE UNIT BEING PROPOSED	_____	_____
------------	--	-------	-------

The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.

Comply	Non Comply
---------------	-----------------------

5.2	DELIVERY POINT AND DELIVERY SCHEDULE	_____	_____
------------	---	-------	-------

Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within ninety (90) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" with this specification indicates that the bidder WILL deliver the unit in ninety (90) days. If the unit is not delivered within ninety (90) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.

Comply	Non Comply
---------------	-----------------------

5.3	OPERATING AND SERVICE MANUALS AND PARTS LISTS	_____	_____
------------	--	-------	-------

One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.

Comply **Non
Comply**

5.4 MANUFACTURER’S WARRANTY AND SERVICE POLICY _____

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified in Section 6.

Comply **Non
Comply**

5.5 PARTS AND SERVICE DISCOUNTS _____

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that percentage discounted from the usual and normal hourly or flat rate shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage discounted from manufacturer's list price.

Discount on labor: _____

Discount on Parts: _____

6.0	GENERAL	Comply	Non Comply
6.0.1	Severe Service Chassis w/14' Flat Bed Installed With Manufacturers Current Year Model	_____	_____
6.0.2	Wheelbase (WB) Approximately 192"	_____	_____
6.0.3	Front of Bumper to Back of Cab (BBC) Approximately 110" Conventional 4X2 w/Set Forward Front Axle Cab & Chassis	_____	_____
6.0.4	Back of Cab to Rear Axle (CA) Approximately 111", with 108" useable	_____	_____
6.0.5	GVWR Approximately 35,000 lbs.	_____	_____
6.1	Engine and Transmission	Comply	Non Comply
6.1.1	Turbo-Charged Diesel Engine minimum 350 HP @ 2,000 RPM and 1,000 ft. lbs. of Torque @ 1,400 RPM	_____	_____
6.1.2	8.9 Liter Displacement Diesel Engine Minimum	_____	_____
6.1.3	Jacobs Compression Brake	_____	_____
6.1.4	Engine Block Heater	_____	_____
6.1.5	Heavy Duty Automatic Transmission With P.T.O. Provision	_____	_____
6.1.6	Allison 3000 RDS 6 Speed Automatic Transmission	_____	_____
6.1.7	Dash Mounted Push Button Gear Selector	_____	_____
6.1.8	Synthetic Lube in Transmission	_____	_____
6.1.9	Heavy Duty Alternator 160 AMPS Minimum	_____	_____
6.1.10	3 Maintenance-Free 3375 CCA Batteries Minimum	_____	_____
6.1.11	12 Volt Heavy Duty Starter	_____	_____
6.1.12	18.7 CFM Air Compressor	_____	_____
6.1.13	13 Gallon Diesel Exhaust Fluid (DEF) Tank	_____	_____
6.1.14	Automatic Fan Control Unit to be Non-Engine Mounted	_____	_____
6.1.15	Fuel/Water Separator With Water in Fuel Indicator	_____	_____
6.1.16	Gates Blue Stripe Coolant Hoses or Equivalent	_____	_____
6.1.17	Constant Tension Design Clamps for Coolant Hoses and Air Intake hoses	_____	_____

6.1.18	Extended Life Antifreeze	_____	_____
6.1.19	Instaheat Fuel Heater	_____	_____
6.1.20	Insulated Fuel Lines	_____	_____
6.1.21	RH Outboard Under Step Mounted Horizontal After-Treatment System Assembly w/RH B-Pillar Mounted Pipe and Turnout	_____	_____
6.1.22	Stainless Steel Shield for Vertical Tailpipe	_____	_____
6.1.23	Heated Fuel/Water Separator w/Primer Pump	_____	_____
6.2	CAB	Comply	Non Comply
6.2.1	Galvanealed Steel Severe Service Cab	_____	_____
6.2.2	Air Ride Cab	_____	_____
6.2.3	Aluminum Cab Skirts	_____	_____
6.2.4	Stainless Steel Door Plates	_____	_____
6.2.5	Dual Rectangular Air Horns w/Covers	_____	_____
6.2.6	2 Piece Windshield	_____	_____
6.2.7	Base Coat/Clear Coat Omaha Orange or Tangier Orange Exterior Color	_____	_____
6.2.8	Manufacturers Heaviest Duty Fiberglass Tilt Hood and Fenders	_____	_____
6.2.9	Stationary Chrome Grill w/Bug Screen Mounted Behind	_____	_____
6.2.10	RH & LH Stainless Steel Heated / Power Adjustment Primary Mirrors	_____	_____
6.2.11	8" Heated Bright Finish Convex Mirrors Mounted Below Primary Mirrors	_____	_____
6.2.12	RH Down View Mirror	_____	_____
6.2.13	RH & LH Hood Mounted Heated Convex Fender Mirrors w/Tripod Mount	_____	_____
6.2.14	Factory Tinted Glass all the Way Around Cab	_____	_____
6.2.15	RH & LH Power Door Locks w/Mechanical Key Tumbler	_____	_____
6.2.16	RH & LH Power Windows	_____	_____
6.2.17	RH & LH Door Pockets	_____	_____

6.2.18	Gray Vinyl Interior Package	_____	_____
6.2.19	Forward Interior Roof Mounted Console	_____	_____
6.2.20	Glove Box With Locking Door	_____	_____
6.2.21	12 Volt “Point to Point” Wiring Harness, No Multiplexing Wiring Other Than Gauges	_____	_____
6.2.22	Double Cup Holder	_____	_____
6.2.23	Air Conditioning	_____	_____
		Comply	Non Comply
6.2.24	HVAC Cabin Filters for Incoming Air	_____	_____
6.2.25	5 lb. Fire Extinguisher	_____	_____
6.2.26	Additional Cab Sidewall Insulation	_____	_____
6.2.27	Double Insulated Floor Mat	_____	_____
6.2.28	Door Activated Dome Light, Under Dash Light and Door Mounted Courtesy Lights	_____	_____
6.2.29	LED Cab Marker Lights	_____	_____
6.2.30	Tilt and Telescoping Steering Column	_____	_____
6.2.31	CB Mounting Provisions “Top of Dash” and “Overhead Console” w/Power and Ground Terminals	_____	_____
6.2.32	CB Mounted and Wired on LH Mirror	_____	_____
6.2.33	Radio Antenna to be Separate From CB Antenna, Mounted RH Front A Pillar	_____	_____
6.2.34	Air Ride High Back Drivers & Passengers Seats w/Black Cordura Cloth	_____	_____
6.2.35	Dual Folding Armrest for Each Seat	_____	_____
6.2.36	Seats w/Lumbar Adjustment, W/Forward & Rear Cushion Tilt for Each Seat	_____	_____
6.2.37	Two (2) Additional 10 Amp Switches, Wired and w/Indicator Light	_____	_____
6.2.38	Individual Gauges, ILO Instrument “Cluster”	_____	_____
6.2.39	Transmission Temperature Gauge	_____	_____
6.2.40	Outside Air Temperature Gauge	_____	_____

6.2.41	Two inch (2") Voltmeter Gauge	_____	_____
6.2.42	Speedometer, Tach, Oil pressure, Coolant Temperature, Fuel and DEF Fluid Level Indicator	_____	_____
6.2.43	Cruise Control	_____	_____
6.2.44	Back-up-Alarm	_____	_____
6.2.45	AM/FM/WB Radio w/CD, Bluetooth, USB Port and Microphone	_____	_____
6.2.46	Black Chassis polyurethane Paint	_____	_____
6.2.47	Exterior Color to be Base Coat / Clear Coat Omaha Orange or Tangier Orange	Comply	Non Comply
6.2.48	Fenders, Under Cab and Interior Floor Undercoated	_____	_____
6.2.49	Fender and Front of Hood Mounted Mud-Flaps	_____	_____
6.3	SUSPENSION		
6.3.1	12,000 lb. Capacity Front Axle Minimum	_____	_____
6.3.2	12,000 lb. Capacity Taper-leaf Front Suspension Spring Minimum	_____	_____
6.3.3	Over-Load or Helper Spring for Rear Suspension	_____	_____
6.3.4	16.5" X 5" Meritor Q+ Front Brakes	_____	_____
6.3.5	Front Dust Shields	_____	_____
6.3.6	Synthetic Oil in Front Axle	_____	_____
6.3.7	Front Shock Absorbers	_____	_____
6.3.8	Accu-ride 22.5" X 8.25" Aluminum Hub Piloted Wheels	_____	_____
6.3.9	Continental HSR2 14 Ply Front Tires or Equal	_____	_____
6.3.10	Matching Spare Aluminum Front Wheel and Tire	_____	_____
6.3.11	Meritor 23-160 23,000 lb. Rear Axle	_____	_____
6.3.12	23,000 lb. Flat Leaf Spring Rear Suspension	_____	_____
6.3.13	Synthetic Lube Rear Axle	_____	_____
6.3.14	Meritor 16.5" X 8.62" Q+ Cast Spider Cam Rear Brakes	_____	_____

6.3.15	Dust Shields for Rear Brakes	_____	_____
6.3.16	Meritor Automatic Slack Adjusters Front & Rear Axles	_____	_____
6.3.17	Haldex Goldseal Long-Stroke Parking Brake Chambers	_____	_____
6.3.18	Driver Controlled Differential Lock for Rear Axle	_____	_____
6.3.19	Radius Rod Rear Suspension w/Torque Arm or Rear Stabilizer	_____	_____
6.3.20	Air Brake System w/4S ABS and w/Traction Control	_____	_____
		Comply	Non Comply
6.3.21	Air Brake Trailing Package, Dash Mounted Truck and Trailer Parking Brake Valves w/Glad Hands at the End of Truck Frame	_____	_____
6.3.22	Wabco SS-1200 Plus Air dryer w/Integral Governor and Heater, Mounted Inside Frame Rail	_____	_____
6.3.23	Meritor MXL 17N extended lube main drive line w/full round yokes or equal	_____	_____
6.3.24	Power Steering w/4 qt. Steering Reservoir	_____	_____
6.4	FRAME		
6.4.1	3,200,000 RBM Frame Rating Minimum	_____	_____
6.4.2	120,000 PSI Steel Single Frame Rail	_____	_____
6.4.3	Clear RH Frame Side Rail From Back of Cab to Rear Suspension	_____	_____
6.4.4	Removable Front Tow Hooks on Frame Rail	_____	_____
6.4.5	Trailing Hand Control Brake Valve	_____	_____
6.4.6	80 Gallon Aluminum Fuel Tank	_____	_____
6.4.7	Stainless Steel Fuel Tank Straps	_____	_____
6.4.8	Air Tanks Mounted Under the Cab or Inside Frame Rail	_____	_____
6.4.9	16" Chromed Steel Front Bumper	_____	_____
6.5	BED PLATFORM		
6.5.1	14' Heavy Duty Steel Platform	_____	_____
6.5.2	Bulkhead (Head Board) w/Screened Window	_____	_____

6.5.3	Stake Pockets Outside of Rubrail w/Steel Strap	_____	_____
6.5.4	Removable Side Boards	_____	_____
6.5.5	3/16" Steel Tread Plate Floor	_____	_____
6.5.6	3" Cross-Members on 12" Centers	_____	_____
6.5.7	3/4" Steel Pintle Hitch Plate at The End of Rear Frame w/Hooks for Safety Chains	_____	_____
6.5.8	25 Ton Capacity Pintle Hook	_____	_____
		Comply	Non Comply
6.5.9	Bed Color to be a Polyurethane Black	_____	_____
6.5.10	LED Marker Lights	_____	_____
6.5.11	Four 4" Ratchet Straps Mounted on Sliding Track	_____	_____
6.5.12	36" X 18" X 18" Aluminum Tool Box	_____	_____
6.5.13	SAE J560 7-Way Primary Trailer Cable w/Receptacle Mounted at the End of Frame	_____	_____

6.6 OPTIONS

6.6.1	5 Year / 200,000 Mile Extended Warranty for Engine, Turbo, Injector and After-Treatment System	_____	_____
6.6.2	5 year / Unlimited Mile Extended Warranty on the Allison Transmission	_____	_____

BID SUBMISSION PAGE

Severe Service Chassis w/14' Platform Body

BID OPENING 5/31/16 AT 2PM

MANUFACTUER _____

YEAR _____

MODEL NAME AND NUMBER _____

COST EACH _____

*All freight charges are to be included in cost of unit. FOB delivered, Beckley WV 25801

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION NUMBER _____

(See <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>)

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

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 exceeds 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.

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 _____

Purchasing Affidavit (Revised 08/01/2015)

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.

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: _____