West Virginia University on behalf of its Board of Governors will receive sealed bids for the supplies, equipment, services or printing as described below.

Date of Issuance: June 27, 2011  Bids Due Not Later Than: 3:00 pm July 12, 2011

REQUEST FOR BID

64 each Panasonic, 37" LCD HDTV 1080P / 60hz Model Number TCL37U3 - Panasonic or Equivalent

Bidder shall submit one (1) original signed (in ink) bid on the 'bid form' included within the bid documents. The bid shall be received by WVU Procurement, Contracting & Payments Services at the address shown at top of this page; and, shall have a date / time stamp affixed, prior to the date and time shown for the bid opening.

Bids received after the posted date and time will not be opened; and, oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.

The Bid shall be enclosed in a sealed, opaque envelope plainly marked with the RFB Number; Bid opening Date and Time; and, Bidders name.

If an additional shipping container is used, the outside of the shipping container shall also be plainly marked as described. Failure to mark the envelope or shipping container properly may result in bid not being received by the due date and time; and, may not be accepted.

The Request for Bid (RFB) Number (as shown above) MUST be shown on all correspondence or other documents associated with this Solicitation and MUST be referred to in all communications.

All inquiries, written or verbal, shall be directed only to the purchasing officer:

Name: Linda Thompson
Phone: 304-293-8472
Facsimile: 304-293-8152
E-mail: Linda.Thompson@mail.wvu.edu

Prices shall be inserted in the appropriate spaces on the Bid Form. Unit prices shall prevail in all cases when there is a conflict between the unit price and the extended price.

Acceptance or Rejection of Bid: West Virginia University reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; and unless otherwise specified, to accept any item in a bid response.

BIDDERS MAY OBTAIN A COPY OF PUBLIC BID SOLICITATIONS AT: http://wwwbids.finance.wvu.edu
BIDS AND AWARDS ARE SUBJECT TO WEST VIRGINIA UNIVERSITY TERMS AND CONDITIONS
SMALL, MINORITY AND WOMAN OWNED FIRMS ARE ENCOURAGED TO CONDUCT BUSINESS WITH WVU
Offer/Acceptance. By fulfilling a WVU Purchase Order (PO), the party to which this PO is issued ("Vendor") agrees to furnish the goods or services covered by this PO and to be bound by and to comply with the terms and conditions herein, including all particulars. Written acceptance (including, but not limited to, signature on this PO or any related proposal, addendum, or agreement) or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this PO shall constitute unqualified acceptance of the terms and conditions herein. No other terms or conditions shall be binding upon the parties, unless such terms and conditions have expressly been agreed to in writing and signed by both parties. The terms and conditions of this PO shall prevail should any contradiction arise between any terms and conditions provided by the Vendor. The terms and conditions of any proposal or bid referred to in this PO are included and made part of the PO only to the extent of specifying the nature of the goods or services ordered, the price thereof and delivery dates, and then only to the extent that such terms are consistent with the terms and conditions herein.

Modifications. This writing is the parties’ final expression of intent. No modification of this PO shall be binding unless agreed to in writing by WVU.

Packaging and Shipping. All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by WVU for packing, crating or cartage unless started in the order. All shipments to be forwarded on one day via one route must be consolidated. Vendor must ship goods through a properly insured carrier. The Vendor shall be solely responsible for any damages done to WVU property during delivery, assembly, installation/placement of the goods and/or the furnishing of the services described herein and shall repair or cause to be repaired all its expenses and damages in a manner satisfactory to WVU.

Delivery. Unless otherwise stated on this PO, all shipments are to be prepaid “F.O.B. destination” and risk of loss and title to the goods will not pass to WVU until the goods are accepted at the delivery destination, subject to inspection and acceptance as defined herein. Delivery time is of the essence and delivery or performance shall be strictly in accordance with the schedule, terms and conditions and exact quantities as specified in this PO. The failure of Vendor to meet delivery schedules, as interpreted by WVU, failure to make replacement of rejected goods or services as directed by WVU, or non-performance or violation of contract provisions shall permit WVU, at its discretion, to rescind or cancel the contract without liability and purchase comparable goods or services on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any. Wherever Vendor has knowledge that any situation or condition will delay or threaten the time performance of this order, Vendor shall immediately give notice thereof, including all relevant information with respect thereto, to WVU. Neither WVU nor Vendor shall be liable for any default due to Acts of God, war, fire, flood, epidemic, strikes or freight embargo or other causes beyond control and without fault or negligence. Acceptance by WVU of late delivery of either whole or part of this PO shall not constitute a waiver of its claim for any damages resulting from late delivery.

Quantities. The quantity of goods or services specified on this PO must not be exceeded or reduced without first obtaining written consent of WVU. WVU will not be responsible for any materials or services furnished without a written change order being issued by Purchasing, Contracts, & Payment Services.

Permits, Licenses and Taxes. Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this PO is performed. The Vendor shall pay all fees, use, personal property, and other taxes arising out of this PC and the transactions contemplated hereby. Any other taxes levied upon this PO, the transaction, or the equipment, goods or services delivered pursuant hereto shall be the responsibility of the Vendor. West Virginia University is exempt from Federal and State taxes and will not pay or reimburse such taxes.

Payment. WVU shall pay the Vendor, after the submission of proper invoices or vouchers, the prices stipulated in this PO for goods delivered and accepted or services rendered and accepted, less any deductions provided in this contract. A valid WVU PO Number must be shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence associated with a PO. This order must not be invoiced at prices higher than those appearing herein without authority in writing from WVU. Pursuant to W. Va. Code § 12-3-10, payments may only be made after the receipt of goods or services.

Warranties. Seller expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by WVU and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive this contract and shall not be deemed waived either by WVU’s acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor’s expense.

Inspection and Acceptance. No goods received by WVU pursuant to this PO shall be deemed accepted until WVU has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unsatisfactory goods shall be rejected and will be returned at Vendor’s expense for full credit or replacement, at WVU’s sole option. WVU reserves the right to test any goods or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without WVU’s written authorization. If Vendor fails to cure defect within ten (10) calendar days, WVU reserves the right to purchase on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

Indemnification. To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless WVU, its affiliates, and their respective Board of Governors, officers, employees and agents (collectively, the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys’ fees and costs of defense (collectively, "Losses"), arising out of or incident to (a) Vendor’s performance hereunder, (b) the presence of Vendor, its employees, agents or invitees on WVU premises, (c) any breach of any warranty of Vendor contained herein, and (d) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods or services provided by Vendor hereunder; provided that Vendor shall not be liable for Losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Code § 35 and Art. X § 8 do not allow WVU to hold harmless or indemnify Vendor.

Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of WVU. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through WVU. WVU shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable federal and state employment taxes.

Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including, without limitation, the Americans with Disabilities Act, laws applicable to discrimination, unfair employment practices, the use or handling of toxic or hazardous substances, and prevailing wage rates of the W. Va. Division of Labor, if applicable. In addition, Vendor shall comply with all rules and regulations of WVU while on WVU premises.

Insurance. The Vendor shall procure and maintain, at its expense, at all times during the term of this PC, insurance as specified in the solicitation or order. If insurance requirements are not specified in the solicitation or order, the Vendor represents that all the time of acceptance of this order the
Vendor maintains, at a minimum, comprehensive general liability insurance including coverage for premises operations, products-completed operations and personal injury in an amount not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. Worker's compensation insurance as required by law, and automobile liability insurance in the amount of $1,000,000 combined single limit for all vehicles to be used by the Vendor in the performance of services under this PC.

Termination for Cause. WVU may terminate this PO or any part hereof at any time for cause, in the event Vendor fails to comply with any of the terms and conditions of this PO, including, without limitation, late delivery or performance, the delivery of defective or non-conforming goods or services, or failure to provide WVU with reasonable assurance of future performance. In the event of termination for cause, WVU shall not be liable to Vendor for any amount, and Vendor shall be liable to WVU for any and all damages sustained by reason of the default which gave rise to the termination.

Termination for Convenience. WVU reserves the right at any time for its convenience to cancel this PO as to all or any portion of the goods then not shipped or services not then performed, subject to an equitable adjustment between the parties as to any work or goods (but not to include standard stock) then in progress. Supplier shall not be paid for any amount of lost profits on cancelled orders, or for any avoidable costs incurred after receipt of notice of cancellation, including but not limited to any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. No termination for convenience shall relieve Vendor of its obligations as to any goods or services previously delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days after the date of Vendor's receipt of notice of cancellation.

Fund Availability. If performance of this PO extends beyond the current fiscal year (ending June 30), Vendor acknowledges that financial obligations of WVU payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, budgeted or otherwise available for these goods or services, this PO becomes void and of no effect after June 30.

Choice of Law. The laws of the State of West Virginia and the Procedural Rules of West Virginia University shall govern all rights and duties under this PO, including without limitation, the validity thereof. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor hereby expressly consents to the jurisdiction of the Court of Claims of the State of West Virginia.

Assignment. Vendor may not assign this PO or any moneys due or to become due hereunder without the prior written consent of WVU, and any assignment made without such consent shall be void. WVU may assign this PO to any affiliate, or successor in interest to all or any part of its operations without prior notice to Vendor.

Non-collusion. Vendor certifies that it has neither agreed, conspired, concerted or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith. Vendor also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Vendor or offering herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

West Virginia Freedom of Information Act. All records, documents, and information in WVU's possession, including any document related to the performance of this PO, are subject in disclosure pursuant to the West Virginia Freedom of Information Act (WV Code § 29B-1-1 et seq.)

Non- Waiver of Default. Waiver by WVU of any default hereunder by Vendor shall not be deemed waiver of any subsequent default nor will it be deemed to be evidence of a course of conduct implying waiver of defaults of Vendor on any other transaction.

Survival of Obligations. The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this PO shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by indemnification and warranty provisions contained herein.

Right to Audit/Access to Records. Vendor shall preserve and permit WVU or any of WVU's duly-authorized representatives to examine and audit all directly pertinent books, documents, papers and records of Vendor involving transactions related to this PO for the purpose of making audits, examinations, excerpts and transcripts for a period of three (3) years after final payment hereunder. Supplier agrees to refund to University any overpayments disclosed by any audit.

Publicity. Vendor shall, not in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or providing services to WVU without the express written approval of WVU. Vendor shall not, in any way or in any form, use any of WVU's trademarks or other intellectual property without prior written express consent of WVU.

Intellectual Property. WVU will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this purchase, and Vendor will execute any assignments or other documents needed for WVU to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the WVU Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to WVU to the extent such grant or contract requires intellectual property terms to apply to subcontracts.

MBE (Supplier Diversity Initiative Program). WVU voluntarily maintains a Supplier Diversity Initiative Program as part of its efforts to increase participation of minority and women vendors. WVU seeks to achieve this goal through primary and secondary suppliers. Vendor agrees to disclose on its invoice any minority or women Vendor or subvendor utilized in the performance of this PO.

Price Warranty. Vendor warrants that the price(s) for the goods or services sold to WVU hereunder are not less favorable than those extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces the price(s) for such goods or services during the term of this contract Vendor agrees to reduce the prices hereof accordingly. Vendor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without WVU's express written consent.

FERPA. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ('FERPA') and WVU's FERPA Policy found at http://ferpa.wvu.edu/policy. To the extent that Vendor receives personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in FERPA (34 CFR § 99.33 (a)(2) ) which states that the officers, employees and agents of a party that receives education record information from WVU may use the information, but only for the purposes for which the disclosure was made.

Communications. All communications and acknowledgments concerning this PO must be directed to the Buyer whose name appears on the face of the PO. Information, advice, approvals, or instructions by WVU personnel or Representatives, other than the Buyer, shall be deemed expressions of personal opinions only and shall not affect WVU's and Vendor's rights and obligations hereunder unless set forth in a writing which is authorized by WVU's Buyer and which expressly states that it constitutes and official amendment or change order to this PO.
All equipment, including delivery, shall be provided in accordance with the Specifications included herein.

During the bidding process, Bidders shall direct all questions to the WVU Contracting Officer: Linda Thompson at: WVU Purchasing, Contracts and Payment Services; all questions shall be submitted in writing via Email at: Linda.Thompson@mail.wvu.edu; or via facsimile at: 304-293-8152. It is strongly suggested that the RFB Number be referenced in the subject line of either message.

Submission of Bids

Sealed Bids will be received by the OWNER at the following location, until 3:00 p.m. on July 12, 2011

West Virginia University
Purchasing, Contracts and Payment Services – Third Floor
One Waterfront Place / Don Knotts Blvd
P.O. Box 6024
Morgantown, WV 26506-6024
(304) 293-5111

Bids shall be submitted on the Bid Form included herein. The bid shall be signed by an authorized agent of the bidder who has the authority to bind the bidder to the bid price, terms, conditions, and the requirements of the specification. The bid submitted must have an original signature.

Each bid shall be enclosed in a sealed, self-addressed, opaque envelope, plainly marked.

SEALED BID
Date of Bid Opening: July 12, 2011
Time of Bid Opening: 3:00 P.M.
RFB Number: 90002554L

Description of Work

West Virginia University on behalf of its Board of Governors solicits Request for Bids for 64 each TCL37U3 Panasonic, 37" LCD HDTV 1080P / 60 hz - Panasonic or Equivalent

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, technical data or actual tests performed to indicate compliance with the minimum specifications. Any alternate equipment must meet the satisfaction of the buyer. Bidders must clearly indicate any alternate equipment that will be part of their bid.

Additional Bid Submission Requirements

Prices shall be inserted in the appropriate spaces on the Bid Form. Unit price where applicable shall prevail and all prices shall be extended and totaled.
Vendor Registration

All vendors must be registered with the State of West Virginia before conducting business. All vendors must be registered prior to issuance of a purchase order and will be responsible for and must pay any registration fee (currently $125.00). All bidders are encouraged to contact WVU Purchasing, Contracts and Payment Services at phone number 304-293-5111 for further information.

Resident Vendor Preference

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.

The certificate for application to be used to request such preference is included within this Request for Bid. **Any vendor wishing to claim resident preference, must complete this form, sign and include with his/her bid.**

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 owned is an amount greater than one thousand dollars in the aggregate.

To acknowledge you are in compliance with this regulation, you must complete, **sign and return an original ‘Purchasing Affidavit’ to WVU Purchasing, Contracts and Payment Services with your signed bid.** The ‘Purchasing Affidavit’ is included herein.

Funding Paragraph

Services performed under the Contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this Contract becomes of no effect and is null and void after June 30.

"SMALL, MINORITY AND WOMEN OWNED FIRMS ARE ENCOURAGED TO CONDUCT BUSINESS WITH WVU"
**BID FORM**

TO THE OWNER: West Virginia University Board of Governors  
By: West Virginia University  

PROJECT / FOR: TCL37U3 Panasonic, 37” LCD HDTV 1080P / 60 hz

The Bidder acknowledges, by providing a response to this Request for Bids, that the Bidder agrees that any Contract / Purchase Order(s) that may result from this Request for Bids, shall be bound only by the Terms and Conditions included within this Request for Bids. The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding documents hereby proposes to furnish the specified Work according to the Bidding Documents, for the sum(s) of:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>64 ea</td>
<td>TCL37U3 Panasonic, 37” LCD HDTV 1080P / 60 hz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2 ea</td>
<td>SM-T-L Strong, flat panel wall mount tilt 36-6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>44 ea</td>
<td>MCSV Chief, ceiling mount universal (medium)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Shipping</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**
RESPECTFULLY SUBMITTED:

SIGNATURE: ___________________________ DATE: ___________________

Signature in Ink

NAME: __________________________________________

TITLE: __________________________________________

FIRM NAME: ______________________________________

FIRM ADDRESS: ____________________________________

TELEPHONE: _________________________________

FEIN NUMBER: ________________________________

EMAIL ADDRESS: ______________________________

FAX NUMBER: _________________________________

REMINDEERS:

**Resident Vendor Preference** - 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.

The certificate for application to be used to request such preference is included within this Request for Bid. **Any vendor wishing to claim resident preference, must complete this form, sign and include with his/her bid.**

**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 owned is an amount greater than one thousand dollars in the aggregate. To acknowledge you are in compliance with this regulation, you must complete, **sign and return an original ‘Purchasing Affidavit’ to WVU Procurement with your signed bid.** The ‘Purchasing Affidavit’ is included herein.
ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following Addenda (initial in the space provided to acknowledge receipt):

Addenda No. 1 _______  Addenda No. 2 _______  Addenda No. 3 _______
Addenda No. 4 _______  Addenda No. 5 _______

SIGNATURE: __________________________________________  DATE: ______________________

Signature in Ink
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 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.
State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
   - Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   - Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   - Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:
   - Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:
   - Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder’s affiliate’s or subsidiary’s employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:
   - Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
   - Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
   - Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor’s bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor’s employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ___________________________  Signed: ___________________________

Date: ___________________________  Title: ___________________________

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.
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 §51-5-3), 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 ____________________________________________