

### Request for Quotation

DJS010255

PAGE

JOHN ABBOTT 304-558-2544

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DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375 304-782-2371

REQ COPY TYPE NAME/ADDRESS HERE MULTI FRESH, FOC. 599 MARKET POAD Beckly, W 25801

| 09/07                    | /2008  |           | INS OF SAI                              |           | SHIPAIR                    |              | F.O.B                           | FREIGHLIERMS                            |
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# Request for Quotation

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| JOHN    | ABBOTT            |                    |      |
| 304-    | 558-2566          |                    |      |

9H-P-#0

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375 304-782

304-782-2371

| RFQ COPY<br>TYPE NAME/ADDRESS HERE |
|------------------------------------|
| Multi-Fresh, INC.                  |
| 599 MARKET ROAD                    |
| Beckley. W 2580                    |

| 09/07/2008   |  |
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| LINE QUANTITY UOP CAT, NO ITEM NUMBER UNIT PRICE AM                                  | 10UNT                                  |
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|  |  |
| PREFERRED TERMS:   | •                                      |
| IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE                                 |  |
| FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE                              |  |
| OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE                               |  |
| (1) YEAR.  |  |
| IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE                                  |  |
| LIFE OF CONTRACT, HE MUST INDICATE DNE OF THE  | 1                                      |
| PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE                                      |  |
| PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE                                 |  |
| FOR THE LIFE OF THE CONTRACT.  |  |
|  |  |
| ALTERNATE TERMS:   | Į                                      |
|  |  |
| ( ) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR                                 |  |
| DAYS AFTER THE EFFECTIVE DATE OF THE   |  |
| CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS. |  |
| ADDUSTINER! TOR A PLATFIGH OF DATS.  |  |
| ( ) THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE                               |  |
| FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN   |  |
| ALTERNATE PROPOSAL AS FOLLOWS:   |  |
| ***********************************  |  |
|  | -                                      |
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| EXHIBIT 3  |  |
| LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON                                 |  |
| ASAP AND EXTENDS FOR A PERIOD OF ONE (1)   |  |
| YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS                                | İ                                      |
| NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE                                      | AAAssam                                |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS  |  |
| ITELEPHONS IDATE   | 8                                      |
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| WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR       |  |



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PAGE:

JOHN ABBOTT
304-558-2544

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DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD
INDUSTRIAL, WV
26375 304-782-2371

Multi-Floot. Inc.
599 Marker Road
Beckley, W 25801

RFQ COPY

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS 0.9/07/2008 BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM LINE QUANTITY LIOP TEM NUMBER UNIT PRICE AMOUNT ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY SEE REVERSE SIDE FOR TERMS AND CONDITIONS 1.252.771 ADDRESS CHANGES TO BE NOTED ABOVE

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



## Request for BEGINGHER

DJS010255

ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375

304-782-2371

RFQ COPY TYPE NAME/ADDRESS HERE Multi TRASH, INC.

| THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.  ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.  THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 04/11/2001  PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF MARD.  VENDOR PREFERENCE CERTIFICATE  SERVICES FOR THE STATE AND SANCE OF THE STATE AGENCY AS A CONDITION OF MARD.  VENDOR PREFERENCE CERTIFICATE  SERVICES FOR THE STATE OF WARD.  VENDOR PREFERENCE CERTIFICATE  | 09/07/   | 000000000000000000000000000000000000000 | y Et    | MS OF SAL   |       | SHIP                  | VIA   | F.                                      | OB,            | FREIGHT TERMS |
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# Request for Quotation

DJS010255

| PAG | E |
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|     | 5 |

ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375

304-782-2371

|   | RFQ COPY TYPE NAME/ADDRESS | HERE  |
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| )H  | 599 MARKET                 |       |
| [SSS.]  | Beckley, w                 | 25801 |

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RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

DJS010255

FREIGHT TERMS

ADDRESS:CORRESPONDENCE TO:ATTENTION.OF JOHN ABBOTT . 304-558-2544

RFO NUMBER

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 304-782-2371

Pulti-FresH, INC. 99 MARKET ROAD Backley, W 25801 26375 TERMS OF SALE SHIP VIA FO8

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RFQ COPY

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

## Request for

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375

304-782-2371

TYPE NAME/ADDRESS HERE Multi-FRESH, INC. 599 MARKET RUAD Beckley, WV 25801

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## Request for Quotation

DJS010255

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| IOHN                 | ABBOTT                             |
| 104-F                | <u> 58-2544</u>                    |

REQ COPY TYPE NAME/ADDRESS HERE MULTI-FRESH, INC. 599 MARKET ROAD PRECKLEY, WY 25801

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH

7 INDUSTRIAL BOULEVARD INDUSTRIAL, WV 26375 304-782-2371

| 09/07/  | 2008                           | HMS OF SALE  | SHIP VIA                              |               | FO B   | FREIGHFTERMS      |
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## Request for Quotation

DJS010255

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JOHN ABBOTT

|                                      | <u> 304-558-2544</u>            | *************************************** |
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| RFQ COPY                             | 8008                            |   |
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| Multi trest INC.                     | P20#008                         | HOME FOR YOUTH                          |
| Multi-Frest, INC.<br>599 MARKET ROAD | 7 INDUSTRIAL<br>0 INDUSTRIAL, V |   |
| Bulley, WV 25801                     | 26375                           | 304-782-2371                            |
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## West Virginia Division of Juvenile Services RFQ – DJS010255 FRESH PRODUCE

#### **SPECIFICATION GUIDELINES**

- I. Fruits & Vegetables shall be fresh, ripe, and/or full grown, and of acceptable quality for consumption or use.
- II. A regularly scheduled delivery time shall be maintained by the vendor on specified days of each week, which are to be Monday, Wednesday and Friday.
- III. Delivery shall be made within the facility kitchen acknowledgements of deliveries will only be made at the location designated by the receiving agency, and by an authorized receiver. Vendor shall assume responsibility to deliver produce at a fixed and designated dry and sanitary place at the receiving agency. Delivery shall be included in the bid quotation stated on the bid form.
- IV. Vendor shall complete all line items on the attached bid form. The estimated order quantities listed on the bid form are for bidding purposes only; more or less may be purchased.
- V. Reference is made to the price increase exhibit in the purchasing documents; whereas price increases may be accepted at the time of renewal, only by method of pass-through cost. Pass through cost documentation will be required; whereas vendor must provide actual invoices from their supplier(s).



| PRODUCE BID FORM                                  |                           |             |                |  |  |  |
|---|---------------------------|-------------|----------------|--|--|--|
| Description                                       | Estimated<br>Annual Usage | *Unit Price | Extended Price |  |  |  |
| FRUIT   |                           |             |                |  |  |  |
| Apples, Gold 125/113 per case                     | 130 cases                 | \$ 2850     | \$ 3,705.00    |  |  |  |
| Apples, Red 125/113 per case                      | 130 cases                 | \$ 2850     | \$ 3705        |  |  |  |
| Bananas, 40 pounds per case                       | 260 cases                 | \$ 1875     | \$ 4,87500     |  |  |  |
| Cantaloupe, 12 per case                           | 520 cases                 | \$ 1900     | \$ 9880.00     |  |  |  |
| Grapefruit, 40 per case                           | 520 cases                 | \$ 2100     | \$ 1092000     |  |  |  |
| Grapes, Red / 18lb per case                       | 5 cases                   | \$ 25.50    | \$ 12750       |  |  |  |
| Grapes, White / 18lb per case                     | 5 cases                   | \$ 2850     | \$ 14250       |  |  |  |
| Honey Dew, 5 per case                             | 12 cases                  | \$ 18.75    | \$ 22500       |  |  |  |
| Oranges, 138 per case                             | 130 cases                 | \$ 2250     | \$ 2925.00     |  |  |  |
| Strawberries, 8 / 1lb per case                    | 10 cases                  | \$ 2100     | \$ 21000       |  |  |  |
| Tangerines, 120 per case                          | 52 cases                  | \$ 2300     | \$ 1,456.00    |  |  |  |
| Watermelon, each; ripe/full grown                 | 208 Single                | \$ 750      | \$ 1,56000     |  |  |  |
| VEGETABLES  |                           |             |                |  |  |  |
| Broccoli, 18 head per case                        | 52 cases                  | \$ 2300     | \$ 1,196.00    |  |  |  |
| Cabbage, 50lb case                                | 10 cases                  | \$ /375     | \$ 137.50      |  |  |  |
| Coleslaw, cut, 4 / 5 lb. per case                 | 78 cases                  | \$ 1578     | \$ 122850      |  |  |  |
| Cauliflower, 12 heads per case                    | 52 cases                  | \$ 2300     | \$ 1,196.00    |  |  |  |
| Celery, 36 bunches per case                       | 104 cases                 | \$ 27.00    | \$ 2,808.00    |  |  |  |
| Cucumbers, 50 per case                            | 104 cases                 | \$ 2150     | \$ 2,236       |  |  |  |
| Lettuce, Shredded, 4 / 5 lb bags per case         | 52 cases                  | \$ 1450     | \$ 75400       |  |  |  |
| Salad Mix, 4 / 5 lb bags per case                 | 312 cases                 | \$ 15.75    | \$ 4,914.00    |  |  |  |
| Onions, 50lb bag                                  | 52 Bags                   | \$ 18.75    | \$ 97500       |  |  |  |
| Onions, Red, 25lb bag                             | 52 Bags                   | \$ 1850     | \$ 96200       |  |  |  |
| Peppers, Bell, (Med) 80 per bag                   | 52 Bags                   | \$ 2000     | \$ 1,040.00    |  |  |  |
| Potatoes, Cooking, 50lb per bag                   | 208 Bags                  | \$ 1175     | \$ 2,444.00    |  |  |  |
| Potatoes, Baking, 90 per bág                      | 52 Bags                   | \$ 23.50    | \$ 1,222.00    |  |  |  |
| Tomatoes, 25lb per case                           | 104 cases                 | \$ 2350     | \$ 2,444,00    |  |  |  |
| Tomatoes, Cherry, 12 pints/case                   | 104 cases                 | \$ 1975     | \$ 2,05400     |  |  |  |
| Failure to use this form may result in disqualifi | cation                    | TOTAL 55750 | \$65,34200     |  |  |  |

| Bidder / Vendo |  |
|----------------|--|
| Name:          | MULTIFACOH, INC. DOA. Crook BROTHERS           |
| Address:       | 599 MARKET ROAD                                |
|                | Beckly, WV 25801                               |
| Phone #:       | 304.252.7711                                   |
| Email Address: | Kenneth @ crookbros.com                        |
| Unicprices are | either cases, bags or each per the description |

#### STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

#### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

| Vendor's Name: CROOK BROTHES            |               |
|---|---------------|
| Authorized Signature Journal D Charle   | Date: 9/18/08 |
| Durahaning Attidusis (Doutsed 07/04/00) |               |



RFQ COPY

TYPE NAME/ADDRESS HERE

Multi-FRESH, INC. 599 MARKET ROAD

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

### Request for REQ NUMBER Quotation

DJS010255

JOHN ABBOTT 304-558-2544

DIVISION OF JUVENILE SERVICES WV INDUSTRIAL HOME FOR YOUTH 7 INDUSTRIAL BOULEVARD

ADDRESS CORRESPONDENCE TO ATTENTION OF

INDUSTRIAL, WV 26375 304-782-2371

| 09/10/<br>BID OPENING DATE:  |  | 00/07/                                 | 2000            |           |                |               |   |         |                  | المتكافئين   |
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## 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.

| Division            | n 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.  |
| requiren<br>against | understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.  |
| the requ            | nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and<br>es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid<br>ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information<br>by the Tax Commissioner to be confidential.   |
| and acc<br>change:  | penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.   |
| Bidder:             | 2/10/00 Signer Sent C. Church  |
| Date:               | 7/18/00 Title: Accept  |
| maximum             | y combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the  |