



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

Request for Quotation

RFQ NUMBER
GSD096443

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RECEIVED

*709035456 304-744-5314
 BREWER & COMPANY OF WV INC
 PO BOX 3108
 3601 7TH AVENUE
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2009				

BID OPENING DATE: 04/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		936-33		
<p>STANDPIPE/SPRINKLER SYSTEM INSPECTION/MAINTENANCE</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE INSPECTIONS AND RELATED CORRECTIVE AND PREVENTIVE MAINTENANCE FOR SANDPIPE AND SPRINKLER SYSTEMS IN NUMEROUS DEPARTMENT OF ADMINISTRATION OWNED BUILDINGS LOCATED IN WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/31/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p>						

RECEIVED
 MAR 23 2009
 BREWER & CO.

RECEIVED
 2009 APR -9 AM 10:58
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Lois Strain</i>	304-744-5314	4/8/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Inspection Coordinator	55-0334215	

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



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<p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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.</p> <p>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.</p> <p>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) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>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</p>						

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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL FOR THE LIFE OF THE CONTRACT INCLUDING ALL RENEWALS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lois Strain</i>	TELEPHONE 304-744-5314	DATE 4/8/09
TITLE Inspection Coordinator	FEIN 55-0334215	ADDRESS CHANGES TO BE NOTED ABOVE

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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Lois Strain</i> SIGNATURE Brewer & Co. of WV, Inc. COMPANY 4/8/09 DATE </p> <p>REV. 11/96</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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 AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Lois Strain</i>	TELEPHONE 304-744-5314	DATE 4/8/09	
TITLE Inspection Coordinator	FEIN 55-0334215	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD096443</p> <p>BID OPENING DATE: 04/09/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----304-744-4899-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lois Strain</i>	TELEPHONE 304-744-5314	DATE 4/8/09
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Lois Strain -----						
***** THIS IS THE END OF RFQ GSD096443 ***** TOTAL:						<u>10,700.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lois Strain</i>	TELEPHONE 304-744-5314	DATE 4/8/09
TITLE Inspection Coordinator	FEIN 55-0334215	ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR QUOTATION
INSPECTION OF STANDPIPES AND SPRINKLER SYSTEMS
NFPA 14 - NFPA 25
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES**

Location: West Virginia Department of Administration
Buildings Listed Herein

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer

Purchasing Division

2019 Washington Street East

Charleston, West Virginia 25305-0130

Phone (304) 558-2596

Fax (304) 558-4115

Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the West Virginia General Services Division, is soliciting quotations to provide inspections and related corrective and preventive maintenance in accordance with NFPA 14 and NFPA 25 for standpipes and sprinkler systems in numerous Department of Administration-owned buildings located throughout West Virginia, as listed in the following paragraphs.

Prior to bidding, and for contractors to familiarize themselves with the systems covered under this solicitation, facility inspections can be arranged by contacting David Parsons, Operations & Maintenance Manager, GSD, at (304)558-0689.

I. SCOPE

The objective of this proposal is to obtain inspection services as set forth and in accordance with NFPA 14 and NFPA 25. It is the intent of the General Services Division (GSD) to have these services provided on a basis that is in complete compliance with NFPA 14 and NFPA 25. A comprehensive schedule to perform inspections must be submitted to GSD for approval prior to the initiation of the services.

The Owner maintains buildings throughout the State, with the majority located in the Charleston metro area. During the life of the contract, the Owner may take ownership of additional buildings which would require service as described in this contract. These new buildings will be added, based upon a submitted bid rate per square foot, by change order.

Additional hours may be necessary for the corrective maintenance of the standpipes and sprinkler systems to meet compliance standards as set forth by applicable language contained in NFPA 14 and NFPA 25.

Attachments to the Request for Quotations:

Attachment A: Building List

Attachment B: Bid Form

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
- B. The Service organization on the specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and parts replacement shall be in accordance with the manufacturer's recommendations and specifications.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a standpipe and sprinkler system. This contract does not include system replacement. No preventive or corrective maintenance is to be performed without authorization by the Owner.
- F. "Qualified Inspector", as herein stated, shall mean a qualified inspector, if applicable, to meet the definitions of NFPA 14 and NFPA 25.
- G. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will

normally be the Building Operations Manager or his designated Supervisor in charge of each building.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform inspections, preventive maintenance, and corrective maintenance as set forth in NFPA 14 and NFPA 25. Bidders must supply references indicating their capabilities to perform such inspections and necessary maintenance of the type specifically described in NFPA 14 and NFPA 25. These references shall include, at a minimum, five organizations with a comparable variety and quantity of sprinkler systems as those listed herein. The successful Contract shall be required to submit copies of technicians' certification, after the contract is awarded but prior to beginning any work, to the Owner.

This contract will be based on a fee per inspection per building to comply with NFPA 14 and NFPA 25 during the normal business hours or 8:00AM to 5:00PM, Monday through Friday. Observance of state holidays is to be included.

List your flat rate bid for annual inspection, including a deficiency report for corrective action (annual and five-year requirements will be included in each annual inspection).

All inspections must be conducted in accordance with NFPA 14 and NFPA 25 to fulfill the terms of the contract.

Inspection will be performed on an as-requested basis. The Owner Additional labor and materials may be necessary for the corrective maintenance to the standpipes and sprinkler systems. This will be performed to meet compliance standards as set forth by applicable language contained in NFPA 14 and NFPA 25. Such work will be subject to a release order (using a 5-digit Agency purchase order number, but referencing this Contract number) to perform said work by GSD.

During the life of the Contract, the Owner may take ownership of buildings in addition to those listed herein. In such instances, the Owner will determine the new building's square footage, and multiply it against the Contractor's submitted bid rate (per square foot); whereupon, the Owner will request that the Contractor submit a change order request to add said building at said rate. All other terms and conditions of the contract will apply to that new building (ie., labor rates for corrective maintenance, markup rate for replacement parts, provision to include travel costs in bid amount, etc). It is possible, during the life of the contract, that a current Department of Administration-owned building NOT listed herein may require the services covered under this contract.

The same aforementioned process for adding new buildings to the contract will be followed.

The list of buildings is included in this Contract for bidding purposes only. The Owner is in no way required to generate requests for inspections for any building listed herein. It is possible, during the life of the contract, that any building on the list will no longer require the services covered herein.

- B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:
1. Copies of all service orders or inspection reports signed by Owner's Representative.
 2. Invoice copy for each part provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor from whom part was purchased, Owner work order number, Owner release order number and purchase order number of the contract (eg, GSD096443)
 3. Invoices shall be mailed to the following address:
General Services Division
1900 Kanawha Blvd, E.
Building 1, Room MB-68
Charleston, WV 25305
- C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities.
- D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms

and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities, partnership, association or entity without expressed written consent of the Agency.

- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproductions, delivery, performance, use, or disposition off any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statues or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1984 and all other applicable Federal, State and local Government regulations.
- G. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- H. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- I. Contractor will be responsible for parts and materials as follows:
 - 1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.

2. The Contractor shall be required to ask the Owner's Representative(s) for written authorization of replacement parts prior to purchase per the terms below.
3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - b. **Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - c. Contractor will furnish warranty of twelve (12) months of labor, and twelve (12) months on parts.
4. Non-reusable parts used in the scope of maintenance will be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.
5. The purchase of any part of any standpipe, sprinkler system or appurtenance etc., with a direct invoice cost in excess of \$250.00 must be approved by the Owner in advance of their purchase by the Contractor.
- J. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00 and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

IV. AWARD CRITERIA

The State shall award this contract to the lowest bidder, according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not markup the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:

A. List of Buildings:

Regular inspection fee of

Building 1:	<u>\$1,400.</u>	per inspection
Building 3:	<u>\$ 300.</u>	per inspection
Building 4:	<u>\$ 500.</u>	per inspection
Building 5:	<u>\$ 300.</u>	per inspection
Building 6:	<u>\$ 500.</u>	per inspection
Building 7:	<u>\$ 300.</u>	per inspection
Building 8:	<u>\$ 0.00</u>	per inspection
Building 9:	<u>\$1,400.</u>	per inspection
Building 11:	<u>\$ 350.</u>	per inspection
Building 13:	<u>\$ 500.</u>	per inspection
Building 15:	<u>\$ 0.00</u>	per inspection
Building 16:	<u>\$ 350.</u>	per inspection
Building 17:	<u>\$ 350.</u>	per inspection
Building 18:	<u>\$ 0.00</u>	per inspection
Building 20:	<u>\$ 0.00</u>	per inspection
Building 22:	<u>\$ 500.</u>	per inspection
Building 23:	<u>\$ 400.</u>	per inspection
Building 25:	<u>\$ 500.</u>	per inspection
Building 27:	<u>\$ 0.00</u>	per inspection
Building 29:	<u>\$ 0.00</u>	per inspection
Building 32:	<u>\$ 500.</u>	per inspection
Building 34:	<u>\$ 500.</u>	per inspection
Building 36:	<u>\$ 500.</u>	per inspection
Building 37:	<u>\$ 800.</u>	per inspection
Building 84:	<u>\$ 350.</u>	per inspection
Building 97:	<u>\$ 400.</u>	per inspection

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: Brewer & Co. of WV, Inc.

Signed: Lois Strain

Date: 4/8/09

Title: Inspection Coordinator

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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.

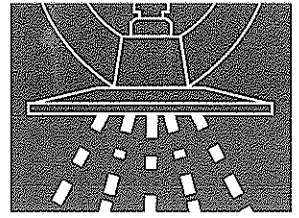
CONFIDENTIALITY:

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Brewer & Co. of WV, Inc.

Authorized Signature: Lois Strain Date: 4/8/09



REFERENCES

WV Regional Jail Authority, located throughout the state

John Abbott: 304-558-2544

Kanawha County Schools, throughout Kanawha county

Dayton Beard: 304-348-6137

WVUIT, Montgomery, WV

Jim Darling: 304-442-3104

Camden Clark Hospital, Parkersburg, WV

Debbie Walk: 304-424-2284

Greenbrier Resort, Lewisburg, WV

Randall Thomas: 304-536-1110

