



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
PSC9042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

**VENDOR**

\*709051632      304-925-4747  
 SECURITY AMERICA INC  
 PO BOX 4525  
 CHARLESTON WV 25364

**SHIP TO**

PUBLIC SERVICE COMMISSION  
 OF WEST VIRGINIA  
 201 BROOKS STREET  
 CHARLESTON, WV  
 25301      340-0323

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2009				
BID OPENING DATE: 02/19/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
<p>GUARD AND SECURITY SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS FOR SECURITY GUARD SERVICES AS DESCRIBED IN THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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) ONE (1) YEAR PERIODS.</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
<i>[Signature]</i>		TELEPHONE	DATE
TITLE		304-925-4747 <sup>Ext</sup> 7104	2/6/09
Vice President		ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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**2**

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 \*709051632      304-925-4747  
**SECURITY AMERICA INC**  
**PO BOX 4525**  
  
**CHARLESTON WV 25364**

**SHIP TO**  
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**201 BROOKS STREET**  
  
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**25301      340-0323**

DATE PRINTED <b>02/03/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>02/19/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>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.</b></p> <p><b>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> <p><b>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE HOURS ACTUALLY WORKED DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Lewis</i>	TELEPHONE <b>304-925-4747 Ext 104</b>	DATE <b>2/6/09</b>
TITLE <b>VP Sales</b>	FEIN <b>550620159</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: **02/19/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 04/11/2001 EXHIBIT 6					
<p><b>PRICE ADJUSTMENT PROVISION:</b>          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, AN INCREASE IN THE QUOTED HOURLY RATE WILL BE CONSIDERED ONLY IF THE FEDERAL MINIMUM WAGE RATE INCREASES DURING THE LIFE OF THE CONTRACT. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p><b>PREFERRED TERMS:</b>          PRICE INCREASE WILL ONLY BE PERMITTED AT THE TIME OF FEDERAL MINIMUM WAGE RATE INCREASE.</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Cheryl J. [Signature]</i>	TELEPHONE 304-925-4747 Ext.	DATE 2/6/09	
TITLE VP Sales	FEIN 550620159	ADDRESS CHANGES TO BE NOTED ABOVE	

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<b>4</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>FRANK WHITTAKER</b> <b>304-558-2316</b>

**VENDOR**

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<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:      44</p> <p>RFQ. NO.:      PSC9042</p> <p>BID OPENING DATE:      02/19/2009</p> <p>BID OPENING TIME:      1:30</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:            ----- <b>304-925-4700</b> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            ----- <b>Chris Hart</b> -----</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Chris F. Hart</i>				TELEPHONE <b>304-925-4747</b>		DATE <b>2/6/09</b>
TITLE <b>VP Sales</b>		FEIN <b>550600159</b>		ADDRESS CHANGES TO BE NOTED ABOVE		

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**5**

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ      PSC9042 ***** TOTAL:						<i>See Pricing page.</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert J. Dant*      TELEPHONE: **304-925-4747**      Ext: **104**      DATE: **2/6/09**

TITLE: **VP Sales**      FEIN: **550620159**      ADDRESS CHANGES TO BE NOTED ABOVE

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## REQUEST FOR QUOTATIONS

### PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

The Public Service Commission of West Virginia (Commission) is seeking bids for guard and security services to be provided at the Commission's Office at 201 Brooks Street, Charleston, West Virginia. The facility is a three story brick building with approximately 190 rooms and offices and is open to the public from 8:00 am to 5:00 pm, Monday through Friday. Besides housing the Commission's Staff, the building is host to a number of public hearings held through the year attended by Commission Staff, utility representatives, utility customers, the media and the general public. Included on the premises is a parking lot and parking building. Currently, guard stations are located just inside the main doors of the facility (main station for normal work hours) and at the rear entrance (secondary stations for after hours). Historically, security guards have been on the premises from 7:30 am to 11:30 pm, Monday through Friday. This time frame permits opening the building to incoming staff and securing the building after janitorial staff have left. Guard and security services have been contracted at this facility for over 13 years. The vendor would have to be flexible in working with the Commission with the addition of a new building adjacent to the main building. The security guard(s) would be required to "walk through" the parking garage at times and, even though there is no guard station in the new building, the guard would be expected to let people into the new building as needed and assist in watching over the access and use of this facility. After the bid has been awarded the vendor must be able to work out changes in hours, staffing, etc. with the Commission as needs arise.

#### Guard and Security Services

1. Vendor shall furnish labor, uniforms, materials and equipment for security guard services to:
  - a. Uphold all state, county, municipal and federal laws;
  - b. Assist law enforcement agencies in and during the execution of their duties;
  - c. Uphold and enforce the rules governing the access, egress and use of state facilities.
  - d. Report directly to Public Service Commission of WV at 201 Brooks Street, Charleston, WV.

2. Compensation - Services under this contract will be under the general classification of pedestrian control, vehicular control, area security, building security, and visitor/employee protection.

The spending unit shall pay for security guard services in accordance with the hourly rate quoted. The vendor will be responsible for paying any and all insurances, taxes, and other unnamed costs which may arise concerning the guards.

3. Standard Work Week - Standard work week shall consist of five consecutive days, beginning at 7:30 a.m. Monday and ending at 11:30 p.m. on Friday. The agency uses two (2) guards working the following time/shift: day shift is 7:30 am to 3:30 pm and the evening shift is 3:30 pm to 11:30 pm. Services may be required anytime, including nights and weekends. Unless specifically requested, guards shall work no more than forty hours during the week. Vendor shall be paid in accordance with the hourly rates as quoted. The only exceptions include overtime/holiday pay.

Pay:

4. Vendor will be responsible for paying any and all insurances, taxes, and other unnamed costs which may arise concerning the guards.
5. Services may be required on any and all state recognized holidays.
6. Travel - Vendor and/or guards will be responsible for their own transportation and parking. Travel Expenses incurred by the Vendor or the Vendor's Employees when reporting to and from assignments will not be paid. If an assignment specifically calls for travel such expenses will be reimbursed in accordance with state travel management regulations.
7. Fee Adjustments - An increase in the quoted hourly rate will be considered only if the federal minimum wage rate increases during the life of the new contract. The adjustment will be based on the actual dollar amount of the increase, not a percentage. Any request for an increase must be submitted before the effective date of the increase. The State of WV may either accept the increase and amend the contract accordingly, or cancel the contract.
8. Time Cards (Weekly Time Reporting) - Vendor shall supply all guards with time cards. Hours worked will be signed on a daily or weekly basis by a security coordinator or designee by the spending unit.

Conduct and Management:

9. Without limiting the responsibility of the vendor, guards will be guided by rules agreed upon between the parties and such other special written instructions applicable to the



service as may be issued from time to time.

10. While on assignment, all guards will remain employees of the vendor. The vendor shall make this condition clearly known to the guards and shall be responsible for their conduct and management. The State of WV shall in no way be considered a co-employer.
11. If a replacement is requested within the first two hours of a guard's initial work day, there will be no charge to the spending unit for the services provided by the guard being replaced.
12. Spending Unit shall not reward, reassign, grant leave to, discipline, or discharge the vendor's employees. If a security guard displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform a particular assignment, the spending unit may request a replacement guard from the vendor.
13. Guards - Vendor shall provide guards who are neat in appearance, conscientious of personal hygiene, mannerly, and who are able to relate to and successfully interact with the general public.
14. Field Supervision - Without limiting the responsibility of the vendor for the proper management and supervision of the guards, the spending unit may require the vendor to furnish an on-site manager to provide sufficient field supervision of other guards and to make periodic reports to the spending unit. The hourly rate for the on-site manager shall be identical to that paid regular guard service.
15. Trainee Guards - Trainee guards may be used, but must be accompanied by a fully trained and qualified guard who is familiar with the post. On the job training for new security guards must consist of no less than sixteen hours. There will be no charge to the spending unit for services provided by trainee guards.
16. Meals/Breaks - Meals and necessary breaks shall be taken while on duty and while maintaining reasonable and diligent observation of the post. Meals and breaks will be treated as billable time. Prior to the commencement of an assignment, it is the responsibility of the vendor to discuss meals and breaks with the spending unit, and to determine if and when they may be taken.
17. Uniforms - Uniforms shall include badges and patches, overcoats, raincoats, hats, flashlights and any other equipment necessary to properly execute security guard services.
18. Drug Free Work Place - Vendor must advise the guards that they will be working in a drug free work place.
19. Law Enforcement - The vendor shall pursue and maintain a close liaison with city, county, state and federal law enforcement officials at all times in conformity with good

public policy.

20. Indemnification - The State of WV shall not be responsible for any claim for injuries, including death, to the vendor, the vendor's agents, employees, guards, or third person, occurring on state property and the vendor agrees to indemnify and save the State of WV and its officials harmless from any and all such claims arising from the use of the State property and operations of the vendor thereof pursuant to this contract.
21. Special Events - Additional security guards will be made available at the request of the spending unit for emergencies or special events. The hourly rates for additional guards will be identical to that of regular guards
22. Ethics in Public Contracting - The Vendor shall certify that the contract is made without collusion or fraud, and that the vendor has not offered or received any kickbacks or inducements from any other vendor or subcontractor in connection with the contract, and that the vendor has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
23. Immigration Reform and Control Act of 1986 - Vendor has not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
24. Equal Employment Opportunity - Vendor must be an equal opportunity employer, and shall take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, or political affiliation.
25. License Requirements - Vendor shall be required to provide a valid certification of registration with the Secretary of State's Office as a security company authorized to provide security services in the State of West Virginia.

## Pricing Sheet

### Security Guard - Normal Work hours

Day Shift            \$ 11.15 per hour x 40 hours = \$ 446.<sup>00</sup>

Evening Shift       \$ 11.15 per hour x 40 hours = \$ 446.<sup>00</sup>

### Security Guard – Overtime

Day Shift            \$ 16.73 per hour x 2 hours = \$ 33.46

Evening shift       \$ 16.73 per hour x 2 hours = \$ 33.46

Total:    \$ 958.92

Quantities listed above represent estimates for bidding purposes only.

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: Security America Signed: T. W. S. Small
Date: 2/6/09 Title: President

\*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: Security America Inc.  
Authorized Signature: [Signature] Date: 2/6/2009