



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
EBA250

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

VENDOR

TOM NAVARO  
 ROSCOR  
 2868 E KEMPER ROAD  
 CINCINNATI OH 45241

SHIP TO

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/02/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		020-71		\$28,904
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR TWO HD-SDI (WIDEBAND DIGITAL MULTI-RATE) DIGITAL VIDEO ROUTING SWITCHERS WITH REDUNDANT POWER SUPPLIES TO INTEGRATE INTO EXISTING HARRIS/LEITCH INTEGRATOR ROUTING SYSTEMS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/16/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EQUIPMENT, BROADCASTING</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p>						

RECEIVED

2010 MAR 29 AM 9:39

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mitchell Roston</i>	847-299-8080	03/24/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Mitchell Roston, EVP	36-0866840	

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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  
**EBA250**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY

TYPE NAME/ADDRESS HERE  
**ROSCOR**  
**2868 E. Kemper Road**  
**Cincinnati, OH 45241**

SHIP TO

**WNPB-TV**  
**191 SCOTT AVENUE**  
**MORGANTOWN, WV**  
**26505 293-6511**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/02/2010				

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p><b>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mitchell Roston</i>	TELEPHONE 847-299-8080	DATE 03/24/2010
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TITLE Mitchell Roston, EVP	FEIN 36-0866840	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**EBA250**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

Tom Navaro  
 ROSCOR  
 2868 E. Kemper Road  
 Cincinnati, OH 45241

SHIP TO

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/02/2010				

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				SHELLY MURRAY		
RFQ. NO.:				EBA250		
BID OPENING DATE:				03/31/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				513-772-3567		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Tom Navaro		
***** THIS IS THE END OF RFQ EBA250 ***** TOTAL:						\$28,904

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mitchell Roston* TELEPHONE 847-299-8080 DATE 03/24/2010

TITLE Mitchell Roston, EVP FEIN 36-0866840 ADDRESS CHANGES TO BE NOTED ABOVE

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

## EBA250 HD-SDI Digital Video Routing Switchers

The West Virginia Educational Broadcasting Authority (WVEBA) is conducting a Request for Quotations for a total of two HD-SDI (wideband digital multi-rate) Digital Video Routing Switchers with redundant power supplies to integrate into existing Harris/Leitch Integrator Routing Systems already in operation at 2 separate production studios at WNPB-TV, Morgantown, WV. The 32x32 HD-SDI (non reclocking, data rates up to and including 3Gb/s, BNC I/O connectors) routing switchers must seamlessly install into existing Harris/Leitch Routing Controller fabrics with no additional electrical or software conversion or interfacing.

The HD Routing switchers do not connect to the State of West Virginia networking systems, they are for the internal plant use at WNPB-TV and West Virginia Public Broadcasting.

Specifications must be **equal to** or exceed items listed below

### I. Equipment

#### Qty. Description

- 2 32x32 Harris Panacea HD-SDI (wideband up to 3Gb/s) Router tub, mounts into a standard 19" rack, BNC input/output connectors, must join in existing Harris/Leitch Router Controller Fabric, Harris #P32x32HSI or equal

### FRAME AND SYSTEMS SPECIFICATIONS

#### Electrical

##### Input:

1RU	1RU portable desktop power supply (rear mount AC power supply module available as an option)
2RU	2RU portable desktop power supply (rear mount AC power supply module available as an option)
Desktop Power Supply	Universal input
1RU	47-63 Hz, 70 W AC: 100-240 VAC DC: -36 to -72 VDC
2RU	47-63 Hz, 130 W AC: 100 - 240 VAC DC: -36 to -72 VDC

##### Output:

Total Power	15 VDC
1RU	70 W
2RU	105 W

Performance Temperature	41° F – 104° F (5° – 40° C)
Operating Temperature	32° F – 122° F (0° – 50° C)

### Mechanical

Size	19 in. x 5.25 in. x 1.75 in. (48.3 cm x 13.3 cm x 44 cm)
1RU	
2RU	19 in. x 5.25 in. x 3.5 in. (48.3 cm x 13.3 cm x 88 cm)

### Weight (fully loaded):

1RU	5 lb (2.3 kg)
2RU	7 lb (3.2 kg)

### Indicators:

Standard Resource Module	Power/alarm LED
Enhanced Resource Module	Power/alarm LED Data LED
Cooling (only in HD and analog audio)	Forced air/convection

### Input/Output Signals

RS-232/RS-422 Serial Communication	DB-9 pin connector
Alarm/Comm Port	Leitch 3-pin connector
X-Y (coaxial communication)	75 ohms BNC
Sync	75 ohms BNC
Ethernet	RJ-45

### SDI, HD-SDI SPECIFICATIONS

#### Inputs

Number of Inputs	8, 16, or 32
Connector	75W BNC per IEC 169-8
Signal Type	SMPTE 259M, SMPTE 344M, and SMPTE 292M signal formats (HS only) Frequency limited - 3.072 Mb/s to 3 Gb/s
Normal Input Level	800 mVp-p ± 10%
Maximum Input Level	1200 mV
Return Loss	> -20 dB (5 MHz to 540 MHz) > -18 dB (540 MHz to 1.485 GHz)
Equalization	Auto
	270 Mb/s                      1100 ft (335 m) Belden 1694A
	1.485 Gb/s (HS only)      400 ft (122 m) Belden 1694A

#### Outputs

Number of Outputs	1, 4, 16, or 32
Connector	75 ohms BNC per IEC 169-8

Signal Type	SMPTE 259M, SMPTE 344M, and SMPTE 292M signal formats	
Reclocking	Automatic for all SMPTE-defined data rates pass-thru for all nonstandard clock rates	
Return Loss	-20 dB (5 MHz to 540 MHz) > -18 dB (540 MHz to 1.485 GHz) > 12dB, to 3.0G	
Jitter	< 0.2 UI @ frequency tested	
Output Amplitude	800 mVp-v $\pm$ 10%	
Rise and Fall Time	270 Mb/s	400 — 1500 ps
	1.485 Gb/s (HS only)	< 270 ps
	3 Gb/s (HS only)	< 135ps
Overshoot	< 10% of amplitude	
<b>Performance</b>		
DC Offset	0 $\pm$ 0.5V	
Power Consumption		
16x16	= 25W	
32x32	= 50W	
Propagation Delay	< 4.5nS P16xn S (270 Mb/s) < 13nS P16xn SR (270 Mb/s) < 5.5nS P32xn S (270 Mb/s) < 13.5nS P-2xn SR (270 Mb/s)	
Temperature		
Performance Temperature	41° F – 104° F (5° – 40° C)	
Operating Temperature	32° F – 122° F (0° – 50° C)	

#### Qty. Description

- 2 Redundant Power Supply to operate Panacea HD-SDI or equal,  
Harris #P-2RU-PSI or equal

#### II. Service/Support

Toll free phone technical support must be provided through vendor or manufacturer for a minimum of three years and must be included in the price of the equipment.

#### III. Warranty

All items must be covered by a no-charge one year minimum, parts and labor warranty.

**IV. Invoicing**

Send invoice to:

WV Educational Broadcasting  
Attention Steve Chapman  
600 Capitol Street  
Charleston, WV 25301

**V. Delivery**

Delivery shall be FOB destination.

Delivery address is:

WV Public Broadcasting,  
Attention Chris Vincent  
191 Scott Ave.  
Morgantown, WV 26508-8802



Pricing Page  
EBA 250 HD-SDI Routing Switchers

Qty.	Description	Unit Price	Extended
2	32x32 HD-SDI Panacea (3Gbs, BNC) router tub, Harris #P32x32HSI or equal	\$ <u>14,139</u>	\$ <u>28,278</u>
2	Redundant Power Supply for above, Harris #P-2RU-PSI or equal	\$ <u>313</u>	\$ <u>626</u>
TOTAL		\$ <u>28,904</u>	

\*\* Price is to be all inclusive.

*Mitchell Roston*  
Signature of Vendor Representative  
Mitchell Roston, Executive VP

03/24/2010  
Date



**QUOTATION**

**Date:** March 23, 2010

**Page:** 1 of 1

**To**

Shelly Murray  
State of West Virginia  
2019 Washington Street East  
P.O. Box 50130  
Charleston WV 25305-0130  
Phone: (304) 558-8801 Fax: (304) 558-4115

**Quote:** TN35-4378  
**Sales Rep:** Tom Navaro  
**Payment Terms:** Net 30  
**Freight Terms:** FOB Destination  
**Valid For:** 90 Days from due date

<i>Item</i>	<i>P/N</i>	<i>Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Ext. Price</i>
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**Section 1: EBA 250 HD-SDI Routing**

1.1	<b>Leitch P32X32HSI</b>	32x32 HD & SDI Routing Switcher, w/ internal power supply & standard logic card	2	\$ 14,139.00	\$ 28,278.00
1.2	<b>Leitch P-2RU-PSI</b>	Redundant Panacea Internal AC Power Supply	2	\$ 313.00	\$ 626.00

**EBA 250 HD-SDI Routing Section Total: \$ 28,904.00**

All prices quoted in U.S. Dollars **Total: \$ 28,904.00**

All Sales are subject to our Standard Terms & Conditions.

**Quote Total: \$ 28,904.00**



## Roscor Corporation's Quality Policy

### An ISO 9001:2008 Certified Company

*With the support and contribution of all of our employees, we will endeavor to exceed our customer's highest expectations through continual improvement in quality, delivery and service.*

Roscor has made the company-wide commitment to become ISO 9001:2008 certified. This is a commitment that not only affects the management team, but every employee within our organization. It is the commitment and dedication of all our employees that have allowed us to attain this prestigious certification and maintain it since our original ISO certification on 4/25/2003. ISO 9001:2008 is a series of quality management system standards created by the International Organization of Standardization (ISO), a federation of 132 national standards bodies based in Geneva, Switzerland.

The ISO 9001:2008 standards include Design, Manufacturing and, most importantly, Customer Focus. There are five major clauses and numerous elements within these standards. Roscor has developed policies and procedures to which all of our employees are dedicated and have been made accountable.

- ❖ A company-wide Quality Management System
- ❖ Definitions of Management Responsibility
- ❖ Resource Management System
- ❖ Product Realization Definitions
- ❖ Measurement, Analysis and Improvement

The various elements include company procedures for:

- |   |  |
|---|--|
| ❖ Control of Documents                  | ❖ Control of Records                               |
| ❖ Customer Related Processes            | ❖ Purchasing                                       |
| ❖ Systems Integration Engineering       | ❖ Control of Production and Service Provision      |
| ❖ Customer Property                     | ❖ Preservation and Identification of Product       |
| ❖ Customer Satisfaction                 | ❖ Internal Audits                                  |
| ❖ Analysis of Data                      | ❖ Continual Improvement                            |
| ❖ Corrective and Preventive Actions     | ❖ Control of Monitoring & Measuring Devices        |
| ❖ Monitoring and Measurement of Product | ❖ Control of Nonconformity (Processes and Product) |

As a means of monitoring and ensuring conformance to our own procedures and to ensure we are meeting our Quality Objectives of *On-Time Performance* and *Zero System Rework*, Roscor conducts internal audits every six months. In addition to the internal audits, we are also audited by an outside source, our Certification Registrar, every six months. These audits are conducted at our headquarters location in Mount Prospect, IL and satellite offices in Michigan, Ohio and Wisconsin. The audits incorporate the review and evaluation of each of our procedures and the gathering of objective evidence to ensure we are adhering to the rigorous ISO 9001:2008 standards.

Customer Satisfaction is one of our major focuses and is taken very seriously. We have developed a process by which each and every one of our customers has an avenue to share with us their feedback regarding the service we have provided. This entire process is tracked, reviewed and evaluated. By monitoring this process, it allows us to identify areas for Continual Improvement.

On a quarterly basis, Roscor brings together the entire management staff for our Management Review Meeting. This again gives us an opportunity to review our goals and objectives as a means of Continual Improvement to our Quality Management System. We are dedicated to the growing needs of our customers and through the constant review and training of our own employees, are able to work with our customers to not only meet but exceed their expectations.

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

RFQ No EBA250

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* §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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Roscor Corporation

Authorized Signature: *Mitchell Roston* Date: 03/24/2010

State of IL Mitchell Roston, EVP

County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of March, 2010.

My Commission expires 2-04, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

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