



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
 DJS010303

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

ELECTRONIC SPECIALTY COMPANY
 1325 DUNBAR AVENUE
 DUNBAR, WV 25064
 (304) 766-6277

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	11	EA		725-55-01-001	3,237.50	35,612.50
VIDEO CONFERENING SYSTEM						
0002	11	EA		560-02	1,510.70	16,617.70
CART						
0003	11	EA		920-45	594.00	6,534.00
COMPUTER SOFTWARE MAINTENANCE/SUPPORT						

INQUIRIES:

WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/11/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

TARA LYLE
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STREET

RECEIVED
 2011 FEB 17 PM 12:45
 WV PURCHASING
 DIVISION

SIGNATURE <i>Tom R. Fitzwater</i>		Tom R. Fitzwater		TELEPHONE (304) 766-6277	DATE 2/16/11
TITLE Senior AV Engineer	FEIN 35-0452548	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. 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 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).



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DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/31/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 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 SEASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED FOR MAINTENANCE ONLY UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

DIVISION OF JUVENILE SERVICES

SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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 Purchasing Division
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VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
01/31/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER: -----				TL/32	-----	
RFQ. NO.: -----				DJS010303	-----	
BID OPENING DATE: -----				03/01/2011	-----	
BID OPENING TIME: -----				1:30 PM	-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				(304) 766-6270	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Tom R. Fitzwater	-----	
***** THIS IS THE END OF RFQ DJS010303 *****						TOTAL: 58,764.20

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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DJS010303 Video Conferencing System

The Division of Juvenile Services is soliciting bids for Eleven (11) Video Conferencing Systems to be used by the Youth Reporting Centers at various locations across the State.

General Requirements:

1. Pricing shall include cost of all cables, connectors and miscellaneous hardware required to connect the equipment to the LAN and for the proper installation and operation of equipment.
2. Successful bidder shall warrant all equipment, parts and labor for a period of one year.
3. Training manuals and documentation on operation and procedures shall be included in the delivery.
4. Any equipment or material other than that specified herein shall be supported by literature and technical data.
5. Bidder shall include names and phone numbers of service contacts for service during service warranty period. Warranty/Service response time shall be within 24 hours of contact by customer. This response may be by telephone and required on-site assistance of a more technical nature shall be made before close of business the following day.
6. Installation will be the responsibility of the West Virginia Division of Juvenile Services.
7. Successful vendor must be certified as a "certified reseller" for the listed products. Bidder bidding an "or equal" brand must be certified resellers of their respective brands
8. Freight must be included in bid price

Specifications:

Systems will include the following: Polycom QDX 6000 Eagle Eye camera or Equal, Polycom QDX6000 Codec or Equal, Polycom QDX Microphone table top or Equal, People + Content IP or Equal, cables and remote control.

Camera

- Polycom Eagle Eye QDX 6000 camera or Equal
- Minimum 12X Optical Zoom
- +/- 100 deg pan range
- +20/-30 deg tilt range
- 72° FOV min

Video Standards and Protocols

- H.264 H, H.263, H.261

People Video Resolution

- 4SIF/4CIF, 16:9 @ 256 Kbps – 4Mbps
- SIF (352 x 240), CIF (352 x 288)
- QSIF (176 x 120), QCIF (176 x 144)

Content Video Resolution

- H.264 Content
XGA (1024 x 768)
SVGA (800x 600)
Output
XGA (1024 x 768)

Content

- Content Sharing (H.239)
Polycom People + Content IP, or equal
Video Codec must support a PC application for sharing content

Video Input

- 2x S Video
- 2x Composite
- 1x VGA
-

Audio Standards and Protocols

- Polycom Stereo Surround, or equal
- Video codec must support up to 22 kHz stereo audio
- 20 kHz bandwidth with G.719
- 14 kHz bandwidth with Polycom Siren 14 G.722.1 Annex C , or equal
- 7 kHz bandwidth with G.722, G.722.1
- 3.4 kHz bandwidth with G.711, G.728
- Automatic noise suppression
- Automatic gain control
- Audio error concealment

Network

- Interfaces
 - 2-port 10/100 auto NIC switch (RJ45)
- H.323 /SIP up to 4 Mbps
- Polycom Lost Packet Recovery™ (LPR™) or Equal for QoS

Video codec must support packet loss recovery technology to maintain quality video even when network receiving packet loss.

User Interface

- Directory services
- System management- Web-based
- SNMP
- CDR
- International languages (16)

Security

- Security mode
- AES FIPS 197, H.235V3 and H.233/234

Electrical

- Auto sensing power supply
- Typical operating voltage/power

127VA @ 115V @ 60 Hz @ .57 PF

163VA @ 230V @ 60 Hz @ .44 PF

152VA @ 230V @ 50 Hz @ .47 PF

Environmental Specification

- Operating temperature: 0—40°C
- Operating humidity: 10—80%
- Non-operating temperature: -40°-70°C
- Non-operating humidity (non-condensing): 10—90%
- Maximum altitude: 10,000 feet

Cart

- Polycom or equal single mount cart with single display mount, mounting hardware, casters, capable of holding 32" monitor.

Warranty and Support

The vendor should provide a price for a one-year Polycom Premiere Support or equal and a three-year Polycom Premiere Support or equal. Based on the prices, the agency will choose one of the support options. (See Bid Form No. 1 for one-year pricing and Bid Form No. 2 for three-year pricing).

Basis of Award

The award will be based on the lowest bid meeting the specifications. The agency will choose one of the support/maintenance options prior to the award.

Shipping

After the award, the products need to be in shipped in separate deliveries. The shipment and delivery schedule will be coordinated with Rick Bostic, Procurement Officer with the Division of Juvenile Services, Central Office after the award of the contract.

All products will be shipped to the following address:

WV Division of Juvenile Services
Central Office
Attn: Rick Bostic
1200 Quarrier Street
Charleston, WV 25301

DJS010303 - Video Conferencing System

Bid Form No. 1 with One-Year Support Option

Item #	Description	Model	Quantity	Unit Price	Extended Amount
1	Polycom QDX6000 codec or Equal, QDX 6000 Eagle Eye camera with 3m cable or Equal, 2 Microphones, PPCIP or Equal, English remote, (Cable Bundles 6' comp, 12' LAN, 6' combo-S-video RCA composite and dual audio, 1.5 VGA Monitor) NA power Ctry=54	PLY-QDX-6000	11	\$ 3,237.50	\$ 35,612.50
2	Cart with single display mount with mounting hardware and casters to support 32" monitor	VFI-2354, VFI-579	11	\$ 1,510.70	\$ 16,617.70
3	Polycom or Equal Premiere Support 1 year pricing	VSGI-MNT-QDX1	11	\$ 594.00	\$ 6,534.00
				GRAND TOTAL:	\$ 58,764.20

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name: Electronic Specialty Company

Address: 1325 Dunbar Avenue
Dunbar, WV 25064

Phone#: (304) 766-6277

Email Address: tom.fitzwater@electronicspecialty.com

DJS010303 - Video Conferencing System					
Bid Form No. 2 with Three-Year Option					
Item #	Description	Model	Quantity	Unit Price	Extended Price
1	Polycorn QDX6000 codec or Equal, QDX 6000 Eagle Eye camera with 3m cable or Equal, 2 Microphones, PPC/P or Equal, English remote, (Cable Bundle 6' comp, 12' LAN, 6' combo-S-video RCA composite and dual audio, 1.5 VGA Monitor) NA power City=64	PLY-QDX-6000	11	\$ 3,237.50	\$ 35,612.50
2	Cart with single display mount with mounting hardware and casters to support 32" monitor	VFI-2354, VFI-579	11	\$ 1,510.70	\$ 16,617.70
3	Polycorn or Equal Premiere Support 3 year pricing - Year 1	VGGI-MNT-QDKI	11	\$ 594.00	\$ 6,534.00
4	Polycorn or Equal Premiere Support 3 year pricing - Year 2	VSGI-MNT-QDK2	11	\$ 550.00	\$ 6,050.00
5	Polycorn or Equal Premiere Support 3 year pricing - Year 3	VSGI-MNT-QDK3	11	\$ 242.00	\$ 2,662.00
	Failure to use this information may result in disqualification.			GRAND TOTAL:	67,476.20
	Bidder / Vendor Information:				
	Name: Electronic Specialty Company				
	Address: 1325 Dunbar Avenue				
	Dunbar, WV 25064				
	Phone: (304) 766-6277				
	Email Address: tom_fitzwater@electronicspecialty.com				

RFQ No. _____

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 exceeds 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: Electronic Specialty Company

Authorized Signature: *[Signature]* Date: Feb. 16, 2011

State of West Virginia (*OWENS HIGGINS II*)

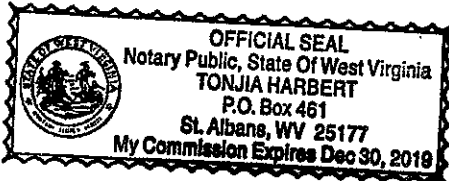
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of February, 2011.

My Commission expires December 30, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*



Rev. 09/08

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: Electronic Specialty Company

Signed: *Oward Digg*

Oward S. Higgin
#

Date: Feb. 16, 2011

Title: Vice President

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