



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
DJS010277

PAGE
1

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

VENDOR

StarKnight Incorporated
23755 Madison Street
Torrance, California 90505

SHIP TO

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 09/15/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

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

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| | | | | 2009 SEP 29 A 10:36 | | |
| | | | | DEPARTMENT OF PURCHASING DIVISION | | |
| | | | | STATE OF WV | | |
| <p>SECURITY MONITORING DEVICES</p> <p>OPEN-END CONTRACT TO PROVIDE SECURITY MONITORING DEVICES FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, PER 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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, the State may deem this contract null and void, and terminate such contract 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."

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
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|---|----------|-----|--------|-------------|------------|--------|
| <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 TO 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 CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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 QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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|---|----------|-----|--------|-------------|------------|--------|
| <p>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.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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> | | | | | | |

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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <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: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: DJS010277-----</p> <p>BID OPENING DATE: 9/30/2009-----</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: ----- <i>(866) 372-2424</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>RICHARD BERLANDER</i></p> <p>***** THIS IS THE END OF RFQ DJS010277 ***** TOTAL: _____</p> | | | | | | |

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GENERAL OVERVIEW

The Division of Juvenile Services is seeking a Security Monitoring System to install in our facilities to assist the management in monitoring the duties of our Correctional Officers. This system will have individualized markers that will be installed at various locations within the facility. The system will also include a Data Recorder / Reader that will record when the officer registers their presence at that site and will allow for the entry of an incident code that will indicate what activity or the status of the site. The Data Recorder / Reader will then transfer that data to a central file where it can be analyzed and reviewed by management to ensure that all locations are being monitored regularly. Installation will be handled by the agency.

Specifications:

DATA RECORDER or READER

- Must be capable of being carried by an individual to obtain and store information regarding the officers' rounds.
- Must have the capacity to store at a minimum 4,000 reads.
- Must have the capability to track individual users.
- Must have the capability of performing random checks at any location.
- Must have the capability to record incident codes.
- Must be able to function in extreme temperatures ranging from -5F to +100F
- Must be equipped with a signal and or display that will let the user know that scan has been recorded.

If the Data Recorder or Reader is equipped with a battery the battery must hold a charge sufficient to operate for a minimum of a 10 hour shift.
Batteries will have a minimum useful life of one (1) year.

Battery Charger Minimum Specifications:

- Maximum charging time for batteries will be four (4) hours.
- Must be available in three sizes to accommodate one, two, or three Data Recorders at a time to fit the needs of any size facility.

DATA TRANSMISSION DEVICE / CHARGER

Must be capable of retrieving data from the collector device and transferring the data to a PC for storage and review.

Charger/interface must be available in three sizes to accommodate one, two, or three Data Recorders at a time to fit the needs any size facility.

Maximum charging time for batteries will be four (4) hours.

DATA STATION OR BUTTON

Must be tamper proof, maintenance free, and include a lifetime warranty.

Data Stations will be installed at various locations within the facility by the Division's Staff and mounted by using various mounting systems based on the needs of the individual facility and location within the facility.

MOUNTING SYSTEMS

Must have multiple mountings systems to accommodate the needs of the individual facilities / units to include:

Plastic wall mounts,

Stainless Steel wall mounts.

Stainless Steel Tamper Proof wall mounts

COMPUTER AUXILLARY DEVICES

If the system requires specialized cables connectors or fittings please indicate and price accordingly.

Belt Clip or Holster to carry the Data Recorder or Reader when not in use.

Software:

Software must have the ability to customize reports by time period, day, week or month.

Software must be able to provide entire tour history.

Software must be compatible with Windows (2000 or above) based software.

Software must have Time-Specific Reports to know exactly when incidents occur.

Software must have back up data base to prevent loss of data.

Software must be menu driven for ease of use.

Software must include Multi-Level passwords for secure access.

Software must have the capacity to handle downloads from multiple Data Recorder or Readers, or any additional accessories that may be purchased. Vendor will have Hardware and Technical support available at a minimum during regular business hours at no additional cost for the first year.

Training:

Vendor must have training materials available for the Division of Juvenile Services staff upon receipt of the system. All manuals and training material will be turned over to Division of Juvenile Services staff.

Warranty:

One (1) year warranty on all Hardware and Software.

SECURITY MONITORING SYSTEM

DJS010277

| Item # | Description | Estimated Initial Order | Unit Price | Extended price | Future unit price for One (1) each |
|------------------------|--|-------------------------|------------|----------------|------------------------------------|
| 1 | Data Recorder or Reader | 30 | 345. | 12,350. | 397. |
| 2a | Battery Charger (Single Unit) | 2 | | | |
| 2b | Battery Charger (Double Unit) | 2 | | | |
| 2c | Battery Charger (Triple Unit) | 3 | 8 | 112. | 15. |
| 3a | Data Transmission Device / Charger (Single Unit) | 6 | | | |
| 3b | Data Transmission Device / Charger (Double Unit) | 4 | | | |
| 3c | Data Transmission Device / Charger (Triple Unit) | 4 | | | |
| 4 | Data Station or Button | 750 | 5. | 3,750. | 7. |
| 5a | Mounting Systems Plastic Wall Mount | 600 | | | |
| 5b | Mounting Systems Stainless Steel Wall Mount | 150 | | | |
| 5c | Mounting Systems Stainless Steel Tamper Proof Wall M | 40 | | | |
| 6 | Computer Auxillary Devices | 8 | N/A | | |
| 7 | Belt Clip or Holster | 30 | 21. | 630. | 35. |
| 8 | Software Package with all reporting capabilities | 8 | 250. | 2,000. | 350. |
| 9 | | | | | |
| TOTAL BID PRICE | | | | 16,842. | |

See Notes: THINGS! ☺

WV DIVISION OF JUVENILE SERVICES1200 Quarrier Street, 2nd Floor

Charleston, WV 25301

304/558-9800

304/558-6032 fax

| | | |
|---|---|---|
| WV Industrial Home for Youth 7 Industrial Boulevard Industrial, WV 26375 Joe Merendino, Superintendent | 304/782-2371 304/627-2150 fax | Maximum Sec. Corr (Harrison/Doddridge) |
| Davis Center Blackwater Falls Road Davis, WV 26260 Stephanie Bond, Superintendent | 304/259-5241 304/259-4851 fax | Minimum Sec. Corr. (Tucker) |
| Donald R. Kuhn Juvenile Dx & Detention Center One Lory Place Julian, WV 25529 Mike Hale, Superintendent | 304/369-2976 304/369-2991 fax | Dx. / Detention (Boone) |
| Lorrie Yeager Jr. Juvenile Center 907 Mission Drive, Parkersburg, WV 26101 David Jones, Director | 304/420-4860 304/420-4861 fax | Detention (Wood) |
| Sam Perdue Juvenile Center 843 Shelter Road Princeton, WV 24740 Dan Egnor, Director | 304/425-9721 304/487-5543 fax | Detention (Mercer) |
| Tiger Morton Juvenile Center 60 Manfred Holland Way Dunbar, WV 25064 Marshall Berger, Director | 304/766-2616 304/766-2687 fax | Detention (Kanawha) |
| Vicki V. Douglas Juvenile Center 900 Emmett Rousch Drive Martinsburg, WV 25401 Stacy Rauer-Racey, Director | 304/267-0164 <u>304-267-0168 fax</u> | Detention (Berkley/Jefferson) |
| J.M. "Chick" Buckbee Juvenile Center One Jerry Lane Augusta, WV 26704 Barbara Spaid, Director | 304/496-1341 304/496-1475 fax | Detention (Hampshire Co.) |
| Gene Spadaro Juvenile Center 106 Martin Drive Mt Hope, WV 25880 Ralph Terry, Director | 304/877-6890 304/877-6929 fax | Staff Secure (Fayette Co.) |
| Robert L. Shell Juvenile Center 2 O'Hanlon Place Barboursville, WV 25504 John Marchio, Director | 304/733-0871 304-733-6827 fax | Staff Secure (Cabell Co.) |

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: STARKWIGHT INC.Authorized Signature: [Signature]Date: 9/23/09

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: STARBUCK INC.

Signed: [Signature]

Date: 9/25/09

Title: DIRECTOR

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

Price List

| Item # | Description | Estimated Initial Order | Unit Price StarkKnight | Total StarkKnight |
|--------|---------------------------|-------------------------|---------------------------|----------------------|
| GP212 | RFID Reader | 30 | \$345.00 | \$10,350.00 |
| GPUSB | USB Download Cable | 14 | \$8.00 | \$112.00 |
| GP251 | Station Wall Tag | 750 | \$5.00 | \$3,750.00 |
| GP231 | Reader Holster | 30 | \$21.00 | \$630.00 |
| | Software Package with all | | | |
| GPSOFT | recording capabilities | 8 | \$250.00 | \$2,000.00 |
| | | | | \$16,842.00 |



StarKnight Guard Tour Solution

StarKnight Incorporated
23755 Madison Street
Torrance, CA 90505, USA
Toll-Free: 1 (866) 372-2424
Web: <http://www.KnightSolution.com>

Cover Letter

To: Director of Purchasing

Re: Guard Tour System

Hello and thank you for requesting a bid from StarKnight Knight Solution— Advancing Personnel Management through Simplicity, Reliability and Efficiency.

Attached you will find our brochure, product specification, and the bid sheet requested. While our brochure and specification will outline the details of our product, I want to take this time to highlight a few important considerations that the purchasing committee should be aware of.

First of all, not all guard tour systems are the same. There are a variety of guard tour systems on the market achieving the same goal through various means. Our most popular system is designed in such a way that is it very easy to install, simple to use and cost effective while still performing all that is required for management needs. That's why we were awarded a subcontract with the Department of Defense for 50 guard tour sets for the reconstruction on Iraq.

As mentioned before, our system is designed differently to make installation and use much easier for management:

- 1) All of our reader use non-rechargeable Lithium Batteries.
 - a. There is no downtime for the need to charge.
 - b. It will last about 25,000 readings per battery.
 - c. Battery is easily changeable and cost \$2-4 to replace at any supermarket.
- 2) No download station required.
 - a. A simple USB cable is all that is necessary to download data.
 - b. USB cable is easy to carry around and inexpensive to replace.
- 3) Versatile Mounting
 - a. No specific mount is required. Our tag is specifically engineered to be easily installed, replaced or concealed.
 - b. One regular screw or tamper proof screw will secure the station checkpoints.
- 4) Hiding / Temper Proof
 - a. Our reader and station checkpoints (tags) use the latest RFID (Radio Frequency Identification) technology.
 - b. Checkpoints can be painted over, installed behind a wall, or installed with a shield over it. No direct contact is necessary to register information.

Not only have we simplified the conventional guard tour system, your cost to install and replace any parts are much less.

Here are some suggestions to help you save cost and improve the efficiency of your guard system.

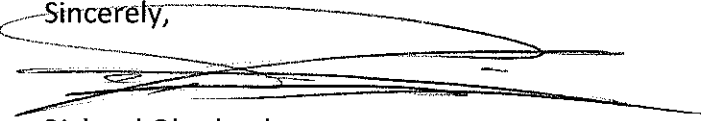
- 1) Instead of assigning a reader to each guard, you can use a reader for multiple guards along with our guard identification tags. This way you can still keep track of what each guard is doing without having to purchase one reader for each guard.
- 2) Our company offers a programmable incident booklet which makes maintenance and record keeping much easier. Instead of having your personnel write down an event or an incident that needs management's attention, personnel can now easily pull out the incident booklet to record what has happened. Not only will all the specific events be logged onto one computer report, but your personnel will no longer have to carry around a log book and lose valuable time writing down each event.

We would love to answer any questions that you may have and find the appropriate solution for you. As a matter to consider, we do offer a 30 day free trail on 1 complete system. Investing in a guard tour system is a costly investment and we want to make sure you are doing business with the right company.

Please let me personally know as soon as possible what I can do to help you. My direct number is (310) 561-8993 or you can reach me at Richard@StarKnightinc.com.

Thanks and have a wonderful day.

Sincerely,



Richard Oberlander
Director
StarKnight Incorporated

(866) 372-2424 x 723
www.KnightSolution.com

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Advancing Personnel Management through Simplicity, Reliability and Efficiency.

Stay Connected with Us

Twitter: <http://twitter.com/StarKnightInc>

Facebook: <http://www.facebook.com/profile.php?id=100000140340035>



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Costs today are skyrocketing. So why pay thousands of dollars for a RFID Guard Patrol System (Radio Frequency Identification System) that is cumbersome and requires hours and hours of training. What most security and management companies want and require is a simple, affordable, easy to use guard reporting system.

StarKnight Guard Tour Solution is designed to prevent costly losses such as theft, vandalism, damaging and costly accidents and unwanted loitering throughout your facility or worksites. This system will allow you to monitor your personnel and their activities effortlessly and efficiently.

This brochure will help you understand some of the key features of our system and decide whether it is helpful and appropriate for you and your business.

Perfect Application For

- Management Offices
- Contract Security Companies
- Multiunit Buildings
- Corporate Buildings
- Warehouses
- Construction Management
- Correctional Facilities
- Resorts
- Theme Parks
- Casino & Gaming Industries

StarKnight Guard Tour is a Solution For

"We need to know whether our officers are patrolling all the checkpoints."

You will get a detailed report of each specific personnel, routes, and checkpoints can be displayed and printed as you need. The report will highlight missed checkpoints instantly.

"Our system now is unreliable, we need a better way to track and document our services."

StarKnight Guard Tour Solution retrieves all patrol data and safely stores it into a database for future reference. From this data, meaningful reports may be generated at any time in the future for management reports, performance reviews or billing application.

"We're a contract security company and our clients ask us to provide documented proofs of patrol activity."

Meaningful patrol reports performed by your guards can be printed out at any time and in multiple formats to meet your clients' requirements. Our software easily handles multiple clients, multiple locations, multiple guard patrol routes, 24 hours a day, 365 days a year.

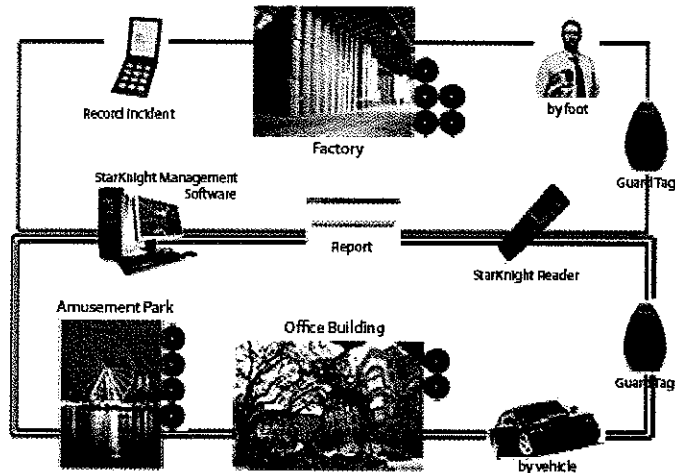
"We are a growing company and cost is a major concern."

Our system is designed for businesses that are looking for an easy to use guard tour system to keep track of their personnel. Because our system is very price competitive, easy to use and backed by friendly customer service, companies big and small are switching to StarKnight.

"We are looking to be more professional and to keep up with today's technology."

RFID guard tour system is the latest technology that allows you to manage your personnel, record patrol data, and generate meaningful reports professionally.

A guard tour system is a powerful and effective management tool to assist you to better manage your personal and maintenances services. StarKnight Guard Tour Solution is designed for easy use and yet offers low setup and maintenance costs. Whether your business has only one employee or multiple personnel, this is the solution for you.



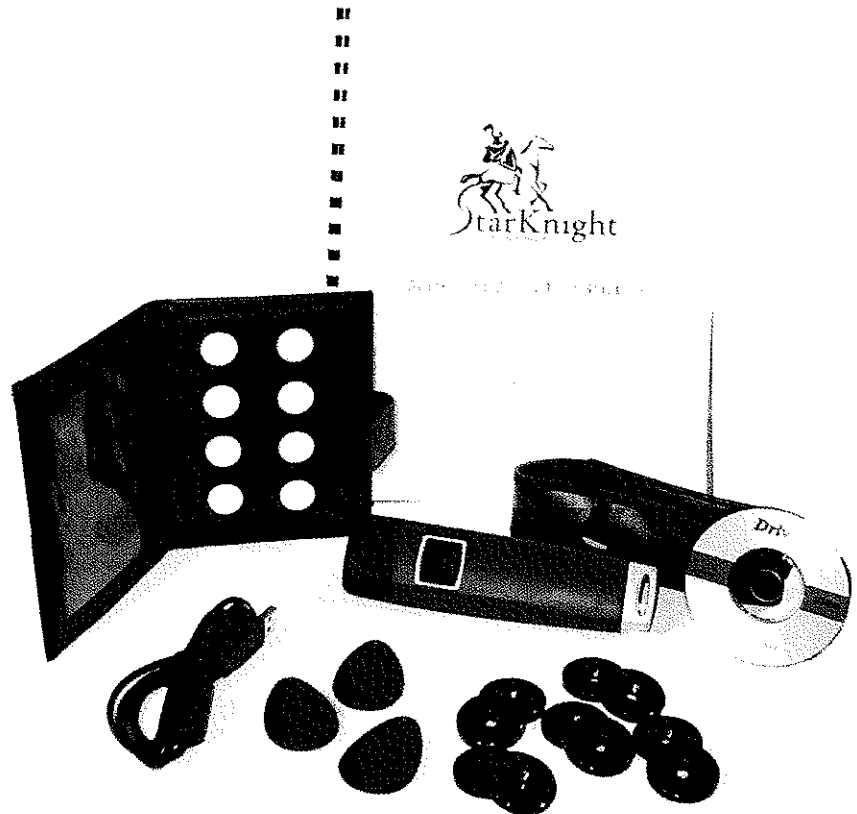
1. Using this system is simple--the personnel performing the tour registers his identity via his key fob into the Reader.
2. He then patrols pre-assigned routes to specific checkpoints to register location and time visited using the system Reader.
3. Once the patrol is finished, the data is download into the computer and precise reports are generated.

Keeping it Simple

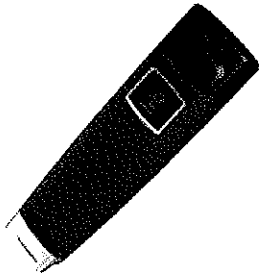
Our approach to the guard tour solution is straight-forward: **keep it simple**. This is the secret to how we are able to keep the cost low and make this system so easy to use and operate. Our system is comprised of the following uncomplicated parts:

- RFID Reader
- Guard Identification Key Fobs (Only 1 Reader for multiple personnel)
- Station Tags
- Incident Booklet
- USB Cable*
- Guard Tour Software

***Note:** No downloader required!



StarKnight RFID Reader



A lightweight, compact, rugged, easy to use handheld RFID Reader that enables all personnel to perform their duty without a problem. The reader is housed in a metal body with a molded rubber shell. It is not only designed to absorb hard-impact, but also to work in extreme conditions.

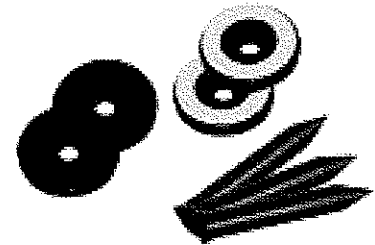
This reader will work:

- Under water
- Below freezing temperature (-50°F to 186°F / -45°C to 85°C)
- Distance reading (up to 2 inches)
- High storage capacity- 60,000 readings
- Disposable Battery (no charging/base required)
- Weight less than ½ lbs

Our reader is superior to any other readers in the market. Compare for yourself!

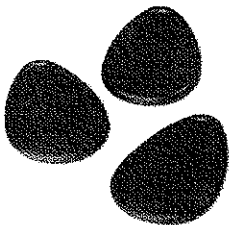
StarKnight RFID Station Tags

Being a true RFID system, there is no need for the Reader to physically touch each RFID station tag. Placing the Reader in close proximity to the RFID tag causes the uniquely coded station tag to be read. This means the tag may be painted over, embedded in a wall or mounted on the inside of a glass window and still be read.



All station tags are uniquely numbered so no two are the same. The exterior of the tags are coated with a durable plastic material, which means there is no need to worry about corrosion temperature or humidity. No electricity is required to operate station tags; simply mount and use.

StarKnight RFID Guard Identification Key Fobs



Imagine how costly it would be to purchase a Reader for each guard. It would be great business for any guard tour system company, but we would like to introduce a solution for our clients.

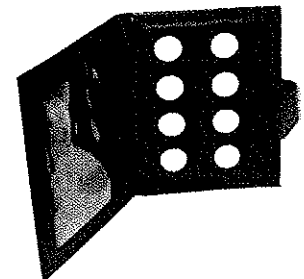
Guard Identification Key Fobs allows a single Reader to be used on different shifts for different guards.

StarKnight RFID Incident Booklet

The Incident Booklet is a useful addition that allows your personnel to easily report what is happening during his patrol. With the aid of his Incident Booklet your personnel can log meaningful data on the premises with event examples like

- "Computer Left On"
- "Door Left Unlocked"
- "Light Burned Out"
- "Fire Extinguisher Needs Refilling"

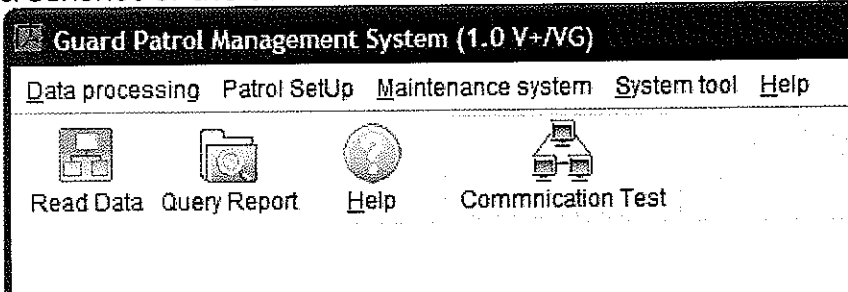
These data can assist management to better manage and maintain their facilities. The best part of all is that you are able to program each of these events!



Not only do you know where your guard was, but you can now know what is happening!

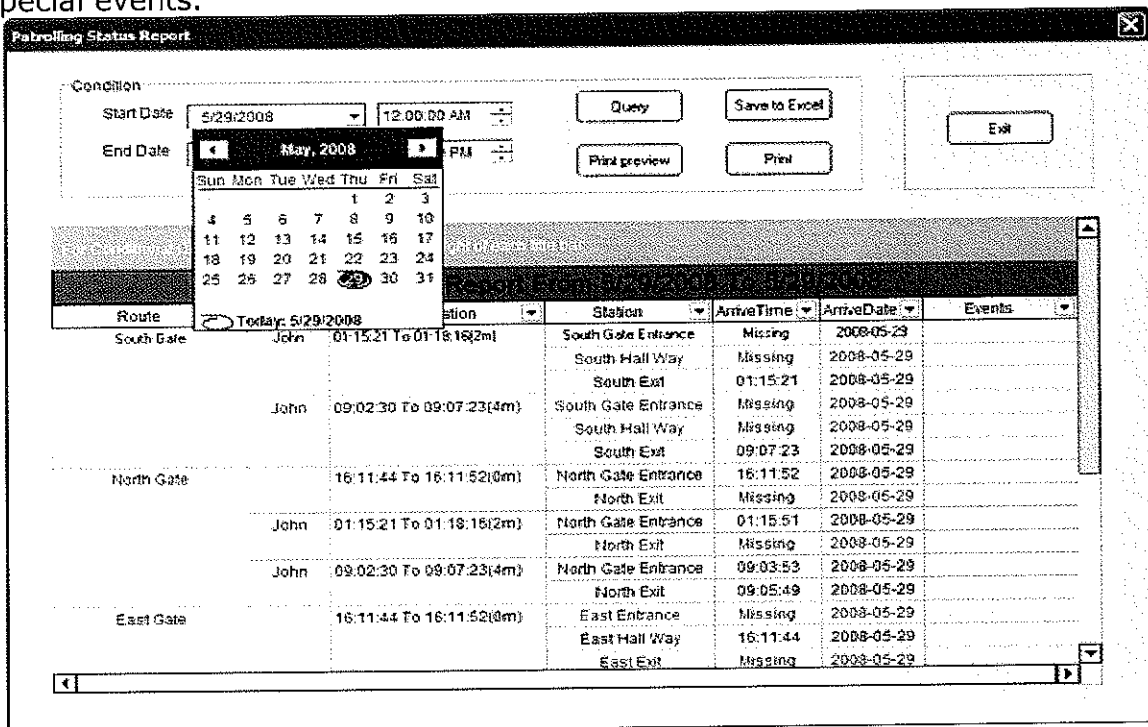
StarKnight Software and Reports

StarKnight Guard Tour Software is design to be user-friendly and easy to use. Look at a screenshot of the software interface.

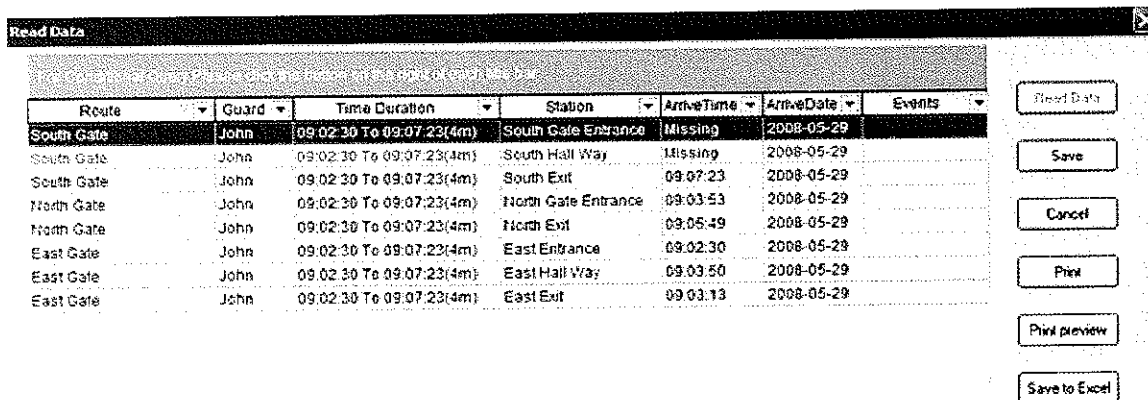


Simple User Interface Enable Users To Quickly Learn and Use Software.

Once the data is downloaded into the software, reports can be generated to display an array of information: which route was patrolled, by which personnel, to what stations, time, and special events.



Information is stored and can be retrieved at a later time.



Download screen. Data can then be printed, saved to excel, or archived.

Support, Warranty, & Guarantee

Support

Our support is unparalleled. We will work around the clock to get your system up and running. Whether your business has its own IT department or you are the only one who is in charge of everything, we will work with your business to make sure the system is up and problem free.

In addition to our person-to-person support, we have a wide range of instructional training videos to help you get set up. (Don't worry; our system doesn't require much training!)

Warranty

Our warranty program is the most comprehensive on the market: all RFID tags carry a lifetime guarantee. Our RFID Reader is supported by a 1 year Limited Warranty extendable to a 3 year All-Inclusive-Damage Warranty. We will replace the Reader for any reason within 3 years!

30 Days Money Back Satisfaction Guarantee

No restocking fee, no questions asked. If you find StarKnight Guard Tour Solution to not satisfy your needs, simply return the system within 30 days. Our business mission is to help your business succeed, with or without our products.

To Access More Information

Contact Us

What better way to find out more information about this system and how it can work for you than to speak with one of our friendly representative. We will answer your questions and give you an honest assessment of how successful our system will be implemented for your business.

Call us Toll-Free: +1 (866) 372-2424

Case Studies

See how StarKnight Guard Tour Solution can fit into your business through other companies' example. Contact us for more information.

Our Website

Find the latest information on StarKnight Guard Tour Solutions, and visit our online video and tech support.

Website: <http://www.KnightSolution.com>

Technical Specification:

| | |
|-----------------------|--|
| Physical | Metal Body, Molded Rubber Shell |
| Dimensions | 130mm x 40mm x 28mm (5.2" x 1.6" x 1.1") |
| Working Frequency | 125 KHz |
| Operating Temperature | -50°F to 186°F (-45°C to 85°C) |
| Humidity | 0% - 98% |
| Memory | 4Mb Flash ROM |
| Storage Capacity | 60,000 Data |
| Battery | 3.0 V Lithium Battery, 1200mAh |
| Signal Card Detection | Auto Induction Card-Reader |
| Card Reading Distance | Up to 50mm (Up to 2") |
| Communication | USB Port |
| Weight | 196g (1/2 lbs) |

Warranty: Lifetime Warranty (Tags/Points)
2 Year Standard Warranty (Reader)

Quality Assurance: ISO 9001:2000 Certified



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StarKnight Guard Tour Solution

Guard Tour Specification

Warranty

Reader

The Guard Tour Reader comes with a 1 Year Standard Limited Warranty. We offer extended and comprehensive warranty program extendable up to 3 Years for all inclusive damage. This means if the Reader is somehow damaged during the tour, we will replace the damaged one with a new reader.

Wall Station Tags

Our station tags are made with a highly durable plastic housing. We offer lifetime warranty on all of our station tags.

Guard Identification Key Fobs

Like the station tags, our guard key fobs are strong and durable. Except for normal wear and tear, we offer lifetime warranty on all of our key fobs.

Incident Booklet

Each booklet is made with a durable leather casing. We guarantee the craftsmanship of each booklet with a 3 year standard warranty.

Technical Specification:

| | |
|-----------------------|--|
| Physical | Metal Body, Molded Rubber Shell |
| Dimensions | 130mm x 40mm x 28mm (5.2" x 1.6" x 1.1") |
| Working Frequency | 125 KHz |
| Operating Temperature | -50°F to 186°F (-45°C to 85°C) |
| Humidity | 0% - 98% |
| Memory | 4Mb Flash ROM |
| Storage Capacity | 60,000 Data |
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Iraq Department of Defense Contractor

Tell us about the problem you face.

We have a subcontract with the Department of Defense to manage the new constructions in Iraq. We needed a reliable system to make sure each of the checkpoints at our reconstruction projects are being patrolled. So our approach was to give a few companies' system a test run before we placed a large order.

How did you decide to Use the Knight Solution?

Our on site engineer got a chance to work with the system and StarKnight was able to provide technical support off hours (as our on-site team was in Iraq and in different time zone). There were a good number of systems that did the job, but the Knight Solution was easy to set up and use. That was important because we purchased a batch of 50 starter kits and we wanted to make sure each site will have to set up their own station without much training. The price made sense and we go ahead and awarded them the contract.

What is your set up?

- 50 Start Up Kits

Each team has their own start up kit. Their responsibility is to patrol the checkpoints installed throughout the building and run a report everyday.

How do you like the system so far?

The system was really easy to use and set up. We didn't have any problem getting it up and running, which was great. The hardware didn't break down on us in the field so that was good. We had a few extra start up kits just in case, but only had to replace 1 reader and that was because it got crushed. The reports we run is just fine. So all in all, the system got the job done and we are happy about it.