



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 ROOM

**ProxiGuard USA**  
 245 SE 1st Street, Suite #226  
 Miami, FL 33131

SHIP TO

**DIVISION OF JUVENILE SERVICES**  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2009				
BID OPENING DATE: 09/30/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-02		
<p><b>SECURITY MONITORING DEVICES</b></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>						

**RECEIVED**  
 2009 SEP 28 A 10:08  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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."

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### INSTRUCTIONS TO BIDDERS

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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RFQ COPY  
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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.

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.)

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.

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.

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.

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: JOHN ABBOTT (32) -----  
 RFQ. NO.: DJS010277-----  
 BID OPENING DATE: 9/30/2009-----  
 BID OPENING TIME: 1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

205-381-6088

CONTACT PERSON (PLEASE PRINT CLEARLY):

RUBENS RUSSOWSKY

\*\*\*\*\* THIS IS THE END OF RFQ DJS010277 \*\*\*\*\* TOTAL: 13,982.00

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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 *PG - 2002 S*

Must be capable of being carried by an individual to obtain and store information regarding the officers' rounds. *OK*

Must have the capacity to store at a minimum 4,000 reads. *730,000 -*

Must have the capability to track individual users. *OK*

Must have the capability of performing random checks at any location. *OK*

Must have the capability to record incident codes. *OK*

Must be able to function in extreme temperatures ranging from -5F to +100F *OK*

Must be equipped with a signal and or display that will let the user know that scan has been recorded. *OK*

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. *FROM 1 TO 2 YEARS*  
Batteries will have a minimum useful life of one (1) year. *OK*

#### Battery Charger Minimum Specifications:

Maximum charging time for batteries will be four (4) hours. *NOT RECHARGEABLE*  
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

PG-1000

6

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

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.

ONE READER  
FOR ALL

## DATA STATION OR BUTTON

PG-1035 / PG-1047

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

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. OK

## MOUNTING SYSTEMS PG-1035

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

Plastic wall mounts,

Stainless Steel wall mounts.

OK

Stainless Steel Tamper Proof wall mounts

## COMPUTER AUXILLARY DEVICES

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

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

PG-20024

## Software:

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

Software must be able to provide entire tour history. OK

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

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

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

Software must be menu driven for ease of use. OK

Software must include Multi-Level passwords for secure access. OK

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

**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. **OK**

**Warranty:**

One (1) year warranty on all Hardware and Software. **3 YEARS**



# 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	310.00	9,300.00	310.00
2a	Battery Charger (Single Unit)	2	NOT NECESSARY		
2b	Battery Charger (Double Unit)	2	NOT NECESSARY		
2c	Battery Charger (Triple Unit)	3	NOT NECESSARY		
3a	Data Transmission Device / Charger (Single Unit)	164	110.00	18,040.00	110.00
3b	Data Transmission Device / Charger (Double Unit)	4	NOT NECESSARY		
3c	Data Transmission Device / Charger (Triple Unit)	4	NOT NECESSARY		
4	Data Station or Button	750	2.20	1,650.00	2.20
5a	Mounting Systems Plastic Wall Mount	600	NOT NECESSARY		
5b	Mounting Systems Stainless Steel Wall Mount	150	2.75	412.50	2.75
5c	Mounting Systems Stainless Steel Tamper Proof Wall Mount	40	2.75	110.00	2.75
6	Computer Auxillary Devices	8	NOT NECESSARY		
7	Belt Clip or Holster	30	19.00	570.00	19.00
8	Software Package with all reporting capabilities	8	50.00	400.00	50.00
9					
<b>TOTAL BID PRICE</b>				<b>19,982.50</b>	

## WV DIVISION OF JUVENILE SERVICES

1200 Quarrier Street, 2<sup>nd</sup> 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: Proserpio  
Authorized Signature: [Signature] Date: 09/22/09

# 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: Procedural Signed: [Signature]  
 Date: 09/25/09 Title: Vice President

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