



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
DJS010289

PAGE
1

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

VENDOR

*709062036 800-334-9880
 BOB BARKER COMPANY INC
 134 N MAIN ST
 PO BOX 429
 FUQUAY VARINA NC 27526

RECEIVED
FEB 09 2010

SHIP TO

DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010	net	Best way	Destination	—

BID OPENING DATE: 02/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		095-00-99-000	See attached	\$79211.33
				PERSONAL CARE HYGIENE PRODUCTS		
				OPEN-END CONTRACT TO PROVIDE PERSONAL CARE HYGIENE PRODUCTS FOR THE WV DIVISION OF JUVENILE SERVICES, PER THE SPECIFICATIONS AND BID FORM.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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.		
				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 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.		

RECEIVED
2010 FEB 17 A 11:14
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	<i>Mary Shea</i>	TELEPHONE	800-334-9880
TITLE	Pricing Specialist	DATE	2/12/10
FEIN	56-1558062	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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<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

SIGNATURE <i>Mary Shea</i>	TELEPHONE <i>800-334-9880</i>	DATE <i>2/12/10</i>
TITLE Pricing Specialist	FEIN 56-1558062	ADDRESS CHANGES TO BE NOTED ABOVE

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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Mary Shea	800-334-9880	2/12/10	
PRICING SPECIALIST	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
	56-1558062		

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.: DJS010289 BID OPENING DATE: 02/18/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 800-322-7537 CONTACT PERSON (PLEASE PRINT CLEARLY): Mary Shea ***** THIS IS THE END OF RFQ DJS010289 ***** TOTAL: <u>79211.33</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mary Shea</i>	800-334-9880	2/12/10
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Pricing Specialist	56-1558062	

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

West Virginia Division of Juvenile Services

Personal Care/ Hygiene Products

Hygiene Bid DJS010289

Products to be provided under this contract are Personal Care/Personal Protection products. Attached is a list of the most common Personal Care/Personal Protection items that the Division of Juvenile Services (hereafter called ("Agency")) has purchased in the previous year.

GENERAL INFORMATION

1. The Division of Juvenile Services is requesting that Vendors bid their entire catalog of items. The bids will be accepted as a % off of your entire catalog. ***Failure to bid % off entire catalog will disqualify the bidder. Vendor must submit current Catalog with the bid. The attached bid form will be used for the purpose of evaluating the bids. The attached bid form shows the approximate quantities of items used by the agency over the period of one year.***
2. All Products bid, furnished and delivered must be listed in your current catalog that contains product lines broad enough to meet the needs of the Agency. Each item listed on the Bid Form must be identified by a reference number from your current catalog.
3. ***All products will be ordered by Cases or the package size offered in the catalog.***
4. Successful vendor shall provide catalogs/price lists, at no charge upon request to all facilities operated by the Agency. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the Agency.
5. Bidders shall complete the pricing on "Personal Care/ Personal Protection" items. Bidders should complete all columns and information requested. The discount rate must be extended to all items found and ordered from the price list. The "Net Price" must be the final price that will be charged to the Agency/Facility.
6. All quantities on the Bid Form are Estimates only. The percentage discount from list shall remain the same during the entire contract period.
7. The catalog/price list may be updated at renewal. Offer to renew must be of mutual consent, and the Agency reserves the right to re-bid the contract if the price increases are significant.
8. Products will be delivered within Five (5) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Vendor is to carry an adequate stock to insure such delivery service for the duration of the contract
9. All bids are to be quoted as F.O.B. Destination to any Juvenile Services facility location.
10. Nonconforming products and materials shall be returned to the vendor at no expense to the Agency/facility at any time during the life of this contract.

11. Internet Access- Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be noted in their quotation. However, Internet access is not a mandatory requirement.

Bidders shall quote a **single discount** from price list for all items.

If the price list makes references to the prices being subject to change, those terms are null and void.

NOTE: Under no circumstances will any facility accept, or pay for, quantities of materials in excess of the quantity stated on the release order to the vendor.

Division of Juvenile Service facilities that will utilize this contract include:

1. WV Industrial Home for Youth, 7 Industrial Blvd., Industrial, WV 26375
2. Rubenstein Center, 141 Forestry Camp Rd., Davis, WV. 26260
3. Donald R. Kuhn Center, One Lory Place, Julian, WV. 25529
4. Lorrie Yeager Juvenile Center, 907 Mission Drive, Parkers
5. Sam Perdue Juvenile Center, 843 Shelter Road, Princeton, WV 24740
6. Tiger Morton Juvenile Center, 60 Manfred Holland Way, Dunbar, WV 25064
7. Vicki Douglas Juvenile Center, 900 Emmett Roush Dr., Martinsburg, WV 25401
8. J.M. Chick Buckbee Juvenile Center, One Jerry Lane, Augusta, WV 26704
9. Gene Spadaro Juvenile Center, 106 Martin Drive, Mt. Hope, WV 25880
10. Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504

Hygiene DJS010289 Bid Form

Item	Description	Size	Reference # or Product #	*Estimated Annual Usage/EACH	Number of items per Case or Lot	Case or Lot price	Column D Unit List Price	Column E Percent % Discount	Column F Net Price	Column G Extended Price
							Col C / Col B		(1-Col E)*Col D	Col A * Col F
	Tooth & Lip Care									
1	Toothpaste - with fluoride Clear packet	.15 oz.	MSTP	8750	1000	82.69	0.827	5	.0786	687.75
2	Toothpaste-with fluoride /Tube	.6oz.	NW114	11475	144	22.54	.1805	5	.15	1721.25
	Hair Care									
3	Shampoo	4 oz.	MS4	17200	60	27.78	.463	5	.44	7568.00
4	Shampoo w/ Conditioner	.34oz.	PKS	32000	1000	72.75	.0728	5	.069	2208.00
	Antiperspirant/Deodorant									
5	Deodorant Solid Alcohol free stick	.5 oz.	FD-05	9000	144	54.31	.3772	5	.36	3240.00
6	Anti-perspirant Deodorant Stick (Male) <i>Degree</i>	1.7oz.	24510	575	12	28.31	2.8592	5	2.24	1288.00
7	Anti-perspirant Deodorant Stick (Female) <i>Degree</i>	1.6oz.	S23480	1440	12	26.95	2.2458	5	2.13	3067.20
	Soap									
8	Anti Bacterial Liquid Hand Soap	Gallon	LAS128	2125	4	41.35	10.3375	5	9.82	20867.50
9	Anti-bacterial Bar Soap wrapped single bars	.5 oz.	62101	17525	1000	54.75	.0548	5	.052	911.30
	Feminine Care									
10	Maxi-Pads / Individually Wrapped or Equal	18 ct.	44340	9100	12 bags / 18 ct per bag	82.60	2.717	5	2.52	22932.00
11	Tampons / Individually Wrapped or Equal	500 ct.	TPX500	18200	500 each per case	57.06	.1141	5	.108	1965.60
12	Disposable Sanitary Napkin Bags	4"x2"x9"	410	5000	1000	27.44	.0274	5	.024	130.00
	Razors/Shave									
13	Single- Blade Disposable Razor/ Clear- Must be plastic	1000 pk	CLR1000	20000	1000	73.83	.0738	5	.07	1400.00
14	Shave Cream/Quick Shave or Equal/ Packets	.25oz.	SPSC	5125	100	15.35	.1535	5	.146	746.25
15	Bump Stopper or Equal Razor ? treatment <i>see spec</i>	5oz.	C15	4000	12	21.95	1.8292	5	1.74	6960.00

Hygiene DJS010289 Bid Form

Item	Description	Size	Reference # or Product #	*Estimated Annual Usage/EACH	Number of items per Case or Lot	Case or Lot price	Unit List Price	Percent % Discount	Net Price	Extended Price	
16	Bump Fighter or Equal Mens Disposable Razors <i>See spec</i>	<i>4pk</i>	R38	4000	144 <i>each</i>	97.98	.6804	5	.65	2600.00	
	Hair Styling										
17	Hair Brush Soft Bristles	8"	HB	575	24	9.40	.4121	5	.39	224.25	
18	Pocket Combs	5"	C-S	1100	144	4.25	.0295	5	.028	30.80	
19	Plastic Afro Picks / Light plastic	5"	PICK-S	135	12	1.35	.1125	5	.105	14.18	
20	Blue Magic Hair Dressing or Equal	4oz.	O23	60	12	20.25	1.6875	5	1.60	96.00	
	Misc.										
21	Single Soap-Box Container/ Clear plastic with hinge	1 bar capacity	434	1125	12	3.15	.2625	5	.25	281.25	
22	Toothbrush Caps	pk 144	422	1200	12	2.83	.24	5	.225	270.00	
Grand Total											

* Yearly Individual Item Quantity Estimated Usage

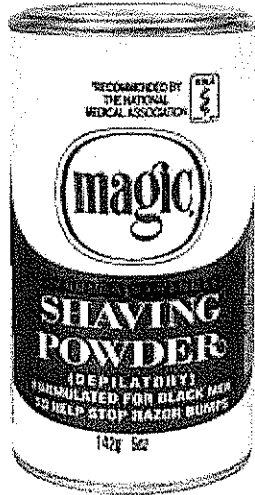
** Unit list price to be bid

Note - List Prices bid must remain firm for the life of the Contract

Bob Barker Company is a Full Line Detention Supplier. We are offering 5% off our Personal Care Hygiene product line only. These items on Bid form will be firm for the full first 12 months of awarded contract. Catalogs are published twice a year, as all other discounted items will follow current catalog at time of order. Thank you, Mary Shea

Magic Razorless Beard Remover (Powder), Blue Label 5 oz.

Item # 15



Made especially for black men to help eliminate and prevent razor bumps

- Depilatory powder
- Metal top and bottom
- Regular strength
- Sold by the dozen

Item Number	Description
C15	Magic Razorless Beard Remover (Powder), Blue Label 5 oz.

Personna Speed 3 Triple Blade

Item # 16



Personna Speed 3 Triple Blade provides ultra-close shaves

Stainless steel triple blade with clear, removable safety cap. Pivoting head adjusts to the contours of the face. Rubber handle grips provide superior control even when wet. The vitamin E and aloe lubricating strip reduces razor drag and irritation. Each blade has multiple perforations, so that the blades break easily if removed from the razor.

- Color is teal and black.
- Each razor is individually poly bagged.
- 144 per case.

Item Number	Description
R3B	Personna Speed 3 Triple Blade

RFQ No. DJS010289

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Bob Barker Company, Inc.

Authorized Signature: Mary Shea Date: 2/12/10

State of NC

County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 12 day of February, 2010.

My Commission expires 4 November, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC Constance L. Kincadee

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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