



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
LAB6996

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

PROPERTY	*727144625      801-733-4455	SHIP TO
	PROV INC	
	10234 SOUTH 2460 EAST	
	SANDY UTAH 84092	

DIVISION OF LABOR  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: **12/09/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		715-10	\$1,604.61	\$144,414.83
<p>REFERENCE BOOKS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF LABOR, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE THE AGENCY WITH 90 SETS OF REFERENCE BOOKS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 11/20/2009 AT 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p 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>						

RECEIVED  
 2009 DEC -9 A 8:39  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE 801-733-4455	DATE 12/7/09	
TITLE President	FEIN 20-1062959	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/09/2009      BID OPENING TIME 01:30PM

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: 44</p> <p>RFQ. NO.: LAB6996</p> <p>BID OPENING DATE: 12/09/2009</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: (801) 733-0259</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Henry Sorensen</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Henry Sorensen</i>	TELEPHONE 801-733-4455	DATE 12/7/09	
TITLE President	FEIN 20-1062959	ADDRESS CHANGES TO BE NOTED ABOVE	

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I have a question and a comment about the RFQ.

- 1) Is the vendor responsible for paying sales tax on this order to the State? I believe the current rate is 6% and we were not sure that given the State was purchasing these materials, if sales tax was to be included.

**Response: The WV Division of Labor is tax exempt. Therefore, the Division will not incur any taxes on any purchases made.**

- 2) On the list of references, the publisher of the materials informed us there were two mistakes on the ISBNs for the books. They indicate the ISBN for the Masonry Level 3 book should be 0131091697, and that the ISBN for the Pipefitting Level 2 book should be 0132273144.

**Response: There was an error in the ISBN number for the two publications. The correct ISBN numbers are: Masonry Level 3 0-13109169-7 & Pipefitting Level 2 0-13-227314-4.**

- I. The WV Division of Labor is requesting bids to purchase ninety (90) sets of Reference books. A set consists of one (1) publication of each book. Therefore, each set will contain 19 books.
- II. Please see the attached list (Attachment A) that will identify the Publication Name and ISBN number where available.
- III. The successful vendor must ship a set, 19 books, to each of the fifty five (55) primary libraries in the State of West Virginia and thirty one (31) technical schools. Attached you will find the name and address of the libraries (Attachment B) and the technical schools (Attachment C). In addition, the Division of Labor will provide 86 copies of a cover letter to the successful vendor. The vendor must include the cover letter in the shipment of each set of books. The remaining four (4) sets of books will be shipped to the WV Division of Labor, Bldg. 6, Room 749B, Charleston, WV 25305. The vendor will be responsible for all shipping costs.
- IV. Vendor must assemble and ship complete sets of books in one shipment.
- V. The vendor must ship all sets no later than 60 days of receipt of the bid award.
- VI. The vendor must require confirmation of receipt to each recipient and provide that confirmation of receipt to the WV Division of Labor with the invoice for the purchase.

## ATTACHMENT A

A SET OF BOOKS CONSISTS OF THE FOLLOWING 19 TITLES:

West Virginia Business & Law Study Guide	Available from Prov. Inc.
Carpentry Level 2	0-13-228596-7
2006 International Building Code	
Carpentry Level 3	0-13-228600-9
Masonry Level 3	0-13-109170-0
Ironworking Level 2	0-13-018314-8
Structural Steel for Contractors	0-13-607365-4
Concrete Finishing Level 2	0-13-014860-1
Carpentry Level 1	0-13-228591-6
Masonry & Sitework	0-13-607364-6
2006 International Residential Code	
HVAC Basics	0-13-607509-6
2006 International Mechanical Code	
Heavy Equipment Level 1	0-13-228197-X
Heavy Equipment Level 3	0-13-227254-7
Plumbing Basics	0-13-606315-2
2006 International Plumbing Code	
Pipefitting Level 2	0-1-227314-4
Pipefitting Level 3	0-13-227284-9

## ATTACHMENT B

A SET OF BOOKS MUST BE SHIPPED TO EACH OF THE FOLLOWING PUBLIC LIBRARIES

Philippi Public Library  
102 S. Main Street  
Philippi WV 26416-1317

Martinsburg-Berkeley Public Library  
101 West King Street  
Martinsburg WV 25401-3209

Boone-Madison Public Library  
375 Main Street  
Madison WV 25130-1295

Sutton Public Library  
500 Main Street  
Sutton WV 26601-1347

Brooke County Public Library  
945 Main Street  
Wellsburg WV 26070-1629

Cabell County Public Library  
455 9th Street  
Huntington WV 25701-1417

Calhoun County Public Library  
P.O. Box 918, Mill Street North  
Grantsville WV 26147-0918

Clay Public Library  
P.O. Box 60, 614 Main Street  
Clay WV 25043-0060

Doddridge County Public Library  
117 Court Street  
West Union WV 26456-1258

Fayette County Public Library  
531 Summit Street  
Oak Hill WV 25901-3446

Gilmer County Public Library  
214 Walnut Street  
Glenville WV 26351-1233

Grant County Public Library  
18 Mountain View Street  
Petersburg WV 26847

Greenbrier County Public Library  
152 Robert W. McCormick Drive  
Lewisburg WV 24901

Hampshire County Public Library  
153 W. Main Street  
Romney WV 26757-1649

Mary H. Weir Public Library  
3442 Main Street  
Weirton WV 26062-4506

Jackson County Public Library  
208 N. Church Street  
Ripley WV 25271-1204

Hardy County Public Library  
102 N. Main Street  
Moorefield WV 26836-1129

Clarksburg-Harrison Public Library  
404 West Pike Street  
Clarksburg WV 26301-2712

Louis Bennett Public Library  
148 Court Avenue  
Weston WV 26452-1968

Shepherdstown Public Library  
P.O. Box 278, German & King Street  
Shepherdstown WV 25443-0278

Kanawha County Public Library  
123 Capitol Street  
Charleston WV 25301-2686

Marion County Public Library  
321 Monroe Street  
Fairmont WV 26554-2952

Hamlin-Lincoln County Public Library  
7999 Lynn Avenue  
Hamlin WV 25523-1434

Logan Area Public Library  
16 Wildcat Way  
Logan WV 25601

McDowell Public Library  
90 Howard Street  
Welch, WV 24801-8079

Moundsville-Marshall Public Library  
700 Fifth Street  
Moundsville WV 26041-9990

Mason County Public Library  
508 Viand Street  
Point Pleasant WV 25550-1119



Wyoming County Public Library  
PO Box 130, Castle Rock Avenue  
Pineville WV 24874-0130

Princeton Public Library  
205 Center Street  
Princeton, WV 24740-2932

Keyser-Mineral Public Library  
105 North Main Street  
Keyser WV 26726-3218

Williamson Public Library  
101 Logan Street #101  
Williamson, WV 25661-3617

Monroe County Public Library  
P.O. Box 558, Rt. 219  
Union, WV 24983-0558

Morgantown Public Library  
373 Spruce Street  
Morgantown, WV 26505-5564

Morgan County Public Library  
105 Congress Street  
Berkeley Springs, WV 25411-1523

Summersville Public Library  
85 Scenic Highway  
Summersville, WV 26651-9757

Ohio County Public Library  
52 16th Street  
Wheeling WV 26003-3696

Pendleton County Public Library  
P.O. Box 519  
Franklin WV 26807-0519

Pleasants County Public Library  
101 Lafayette Street  
St. Marys WV 26170-1025

Pocahontas County Public Library  
500 8th Street  
Marlinton WV 24954-1239

Kingwood Public Library  
205 West Main Street  
Kingwood WV 26537-1418

Putnam County Public Library  
4219 State RT. 34  
Hurricane WV 25526-7307

Raleigh County Public Library  
221 North Kanawha Street  
Beckley WV 25801-4716

Elkins-Randolph Public Library  
416 Davis Avenue  
Elkins WV 26241-3849

Ritchie County Public Library  
130 N. Court Street  
Harrisville WV 26362-1226

Roane County Public Library  
110 Parking Plaza  
Spencer WV 25276-1395

Summers County Public Library  
201 Temple Street  
Hinton WV 25951-2330

Taylor County Public Library  
200 Beech Street  
Grafton WV 26354-1834

Five Rivers Public Library  
301 Walnut Street  
Parsons WV 26287-1048

Tyler County Public Library  
P.O. Box 124, Main & Broad  
Middlebourne WV 26149-0124

Upshur County Public Library  
Rt 6, Box 480  
Buckhannon WV 26201-8843

Wayne County Public Library  
1200 Oak Street  
Kenova WV 25530-1335

Webster-Addison Public Library  
331 S. Main Street  
Webster Springs WV 26288-1123

New Martinsville Public Library  
160 Washington Street  
New Martinsville WV 26155-1298

Dora B. Woodyard  
P.O. Box 340, Mulberry Street  
Elizabeth WV 26143-0340

Parkersburg/Wood County Public Library  
3100 Emerson Avenue  
Parkersburg WV 26143-0340

## ATTACHMENT C

A SET OF BOOKS MUST BE SHIPPED TO EACH OF THE FOLLOWING TECHNICAL CENTERS:

BOONE COUNTY CAREER AND TECHNICAL CENTER  
3503 DANIEL BOONE PARKWAY, SUITE B  
DANVILLE, WV 25053-9999  
(304)369-4585

CABELL COUNTY CAREER TECHNOLOGY CENTER  
1035 NORWAY AVENUE  
HUNTINGTON, WV 25705-2897  
(304)528-5110

FAYETTE INSTITUTE OF TECHNOLOGY  
300 WEST OYLER AVENUE  
OAK HILL, WV 25901  
(304)469-2911

JOHN D. ROCKFELLER IV CAREER CENTER  
95 ROCKY SIDE ROAD  
NEW CUMBERLAND, WV 26047-9648  
(304)564-3337

CARVER CAREER AND TECHNICAL EDUCATION CENTER  
4799 MIDLAND DRIVE  
CHARLESTON, WV 25306-6397  
(304)348-1965

RALPH R WILLIS CAREER/TECHNICAL CENTER  
BOX 1747  
LOGAN, WV 25601-1747  
(304)752-4687

MARION COUNTY TECHNICAL CENTER  
2 NORTH MARION DRIVE  
FARMINGTON, WV 26571-9709  
(304)986-3590

MASON COUNTY CAREER CENTER  
ROUTE 1, BOX 4A  
POINT PLEASANT, WV 25550-9703  
(304)675-3039

MCDOWELL COUNTY CAREER TECHNOLOGY CENTER  
P.O. DRAWER V

WELCH, WV 24801-3041  
(304)436-3488  
MERCER COUNTY TECHNICAL EDUCATION CENTER  
1397 STAFFORD DRIVE  
PRINCETON, WV 24740-2410  
(304)425-9551

MINERAL COUNTY TECHNICAL CENTER  
600 HARLEY O. STAGGERS, SR. DRIVE  
KEYSER, WV 26726-2897  
(304)788-4243

MINGO COUNTY CAREER AND TECHNICAL CENTER  
ROUTE 2, BOX 52A  
DELBARTON, WV 25670-9750  
(304) 475-3347

MONONGALIA COUNTY TECHNICAL EDUCATION CENTER  
1000 MISSISSIPPI ST.  
MORGANTOWN, WV 26505-6841  
(304) 291-9240

MONROE COUNTY TECHNICAL CENTER  
ROUTE 1, BOX 97  
LINDSIDE, WV 24951-0612  
(304) 753-9792

NICHOLAS COUNTY CAREER AND TECHNICAL CENTER  
215 MILAM ADDITIONROAD  
CRAIGSVILLE, WV 26205-0311  
(304) 742-5416

PUTNAM COUNTY TECHNICAL CENTER  
P.O. BOX 640  
ELEANOR, WV 25070-0640  
(304) 586-3494

ACADEMY OF CAREER AND TECHNOLOGY  
390 STANAFORD ROAD  
BECKLEY, WV 25801-3193  
(304) 256-4615

RANDOLPH COUNTY VOCATIONAL-TECHNICAL CENTER  
200 KENNEDY DRIVE  
ELKINS, WV 26241-3512  
(304) 636-9195

TAYLOR COUNTY TECHNICAL CENTER  
115 LUBY ST.  
GRAFTON, WV 26354-1697  
(304) 265-1050

WOOD COUNTY TECHNICAL CENTER  
1515 BLIZZARD DRIVE  
PARKERSBURG, WV 26101-6424  
(304) 420-9501

WYOMING COUNTY CAREER AND TECHNICAL CENTER  
HCR 72, BOX 200  
PINEVILLE, WV 24874-0609  
(304) 732-8050

CALCOUN-GILMER CAREER CENTER  
5236 EAST LITTLE KANAWHA HIGHWAY  
GRANTSVILLE, WV 26147-9801  
(304) 354-6151

FRED W. EBERLE TECHNICAL CENTER  
ROUTE, 5, BOX 2  
BUCKHANNON, WV 26201-9102  
(304) 472-1259

JAMES RUMSEY TECHNICAL INSTITUTE  
3274 HEDGESVILLE ROAD  
MARINSBURG, WV 25401-0259  
(304) 754-7925

MID-OHIO VALLEY TECHNICAL INSTITUTE  
P.O. BOX 29  
ST. MARYS, WV 26170-0029  
(304) 684-2464

ROANE-JACKSON TECHNICAL CENTER  
4800 SPENCER ROAD  
LEROY, WV 25252-9700  
(304) 372-7335

SOUTH BRANCH CAREER AND TECHNICAL EDUCATION CENTER  
401 PIERPONT ST.  
PETERSBURG, WV 26847-1698  
(304) 257-1331

UNITED TECHNICAL CENTER  
ROUTE 3, BOX 43C  
CLARKSBURG, WV 26301-9524  
(304) 326-7582

HAMPSHIRE COUNTY CAREER CENTER  
HC 63, BOX 1970  
ROMNEY, WV 26757  
(304) 822-3979

NORTHERN VO/TECH CENTER  
1640 SPRING VALLEY DRIVE  
HUNTINGTON, WV 25704-9434  
(304) 429-7277

YEAGER CAREER CENTER  
10 MARYLAND AVE.  
HAMLIN, WV 25523-1099  
(304) 824-5449

**BID COST SHEET**  
**RFQ LAB6996**

**VENDOR NAME:**

Proy, Inc.

**SIGNATURE & DATE:**

*[Signature]* 12/7/09

Note: The signatory must be an individual or a company officer empowered to contractually bind the vendor.

The cost, detailed below, must indicate the price for providing the entire scope of services, including all services as defined in the attached specifications, as well as any applicable state and/or federal taxes. The total cost must include all shipping costs to all public libraries, vocational/technical schools and the WV Division of Labor. The cost shall remain valid for at least 120 days from date of bid opening and thereafter in accordance with any resulting contract between the vendor and the State. All monetary amounts are United States currency and must include all applicable taxes.

Item #	Quantity	Item Descriptions	Cost per set	Total Inclusive Cost
1	90 sets	one (1) set of reference books to include the following	\$1,604.61	\$144,414.83

TITLE

ISBN NUMBER

West Virginia Business Available from Prov. Inc.

- Carpentry Level 2 0-13-228596-7
- 2006 International Building Code
- Carpentry Level 3 0-13-228600-9
- Masonry Level 3 0-13-109170-0
- Ironworking Level 2 0-13-018314-8
- Structural Steel for Contractors 0-13-607365-4
- Concrete Finishing Level 2 0-13-014860-1
- Carpentry Level 1 0-13-228591-6
- Masonry & Sitework 0-13-607364-6
- 2006 International Residential Code 0-13-607509-6
- HVAC Basics
- 2006 International Mechanical Code
- Heavy Equipment Level 1 0-13-228197-X
- Heavy Equipment Level 3 0-13-227254-7
- Plumbing Basics 0-13-606315-2
- 2006 International Plumbing Code
- Pipefitting Level 2 0-1-227314-4
- Pipefitting Level 3 0-13-227284-9

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: Prov, Inc.

Signed: [Signature]

Date: 12/7/09

Title: President

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



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: Provo, Inc.

Authorized Signature: [Signature] Date: 12/7/09