



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
EBA324

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

EDUCATIONAL BROADCASTING AUTH.
600 CAPITOL ST.

CHARLESTON, WV
25301 **348-3000**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2011				

BID OPENING DATE: **02/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-34		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR A NON-LINEAR HIGH DEFINITION EDITING SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/08/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE		FEIN	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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BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

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<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: EBA324</p> <p>BID OPENING DATE: 02/24/2011</p>						

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BID OPENING DATE: **02/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ					EBA324 *****	TOTAL: _____

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EBA324 Request for Quotations Avid High Definition Editing System

The West Virginia Educational Broadcasting Authority (WVEBA) is conducting a request for quotations for one (1) non-linear Avid High Definition Editing System or equivalent. This equipment is non networking, in other words, the editor will not be accessible through the West Virginia State computer network. It will function only within the WVPBS programming operations center. This equipment will be operated by previously Avid trained WVEBA staff and must functionally provide High Definition editing and shall meet the requirements of existing WVEBA broadcast media equipment.

Item 1

Non-linear High Definition Editing System shall be an Avid Media Composer Nitris DX System or equivalent and shall exhibit the following specifications:

Interface	High-performance analog and digital Input/output (I/O) Connectivity PCIe Host Interface Board (connects HD Editing system to computer)
Host Connections	Computer: PCIe Serial Machine Control: RS-422
Video Connections	Digital Video: SDI I/O (SD, HD) Analog Video: Component I/O (YCbCr: SD, HD), S-Video I/O (SD), Composite I/O (SD)
Audio Connections	Digital Audio: 8 channels of AES/EBU I/O (on DB25 connector), 8 channels of embedded SD-SDI audio I/O, 16 channels of embedded HD-SDI audio I/O, 8 channels of optical ADAT I/O, 2 channels of optical S/PDIF I/O Analog Audio: 4 channels of balanced XLR I/O, 2 channels of RCA audio input, 2 channels of 1/4" TRS output, stereo headphone output (1/4" TRS)
Monitoring	HDMI output (all rates supported, including full 1920 x 1080 HD)
Timecode and Sync	LTC (XLR I/O), Reference Sync (Black and Burst or HD TriLevel input, combined connector), Reference Sync loop=through, Word Clock (output only)

Project Formats	NTSC 23.976p 24p 30i PAL 24p 25i 25p HD – 720 720p/23.976 720p/25 720p/29.97 720p/50 720p/59.94 HD – 1080 1080p/23.976 1080p/24 1080p/25 1080p/29.97 1080i/59.94 1080i/50
Native Codec Support	All DNxHD Formats Compressed SD Resolutions AVR (playback only) 15:1s, 4:1s, 2:1s 20:1, 10:1, 3:1, 2:1 35:1p, 28:1p, 14:1p, 3:1p, 2:1p 4:1m, 10:1m(p), 8:1m(p) Proxy Formats Interplay MPEG-2 proxy, MPEG-4 proxy, 720p H.264 proxy (transcode service only) DV DV25 / DVCAM (25 Mb/s): 4:1:1 NTSC, 4:1:1 PAL, 4:2:0 PAL, 24p DV50 (50 Mb/s) HDV Sony HDV (25 Mb/s) Canon HDV 1080 at 24p/50i / 59.94i Native project formats: 1080i/59.94, 1080i/50, 720p/23.976 (with support for 24p material), 720p/25, 720p/29.97, 720p/50, 720p/59.94 Capture over IEEE-1394, edit, playback, export to file without timecode Panasonic DVCPRO (SD) DVCPRO – 25 Mb/s DVCPRO50 – 50 Mb/s Panasonic DVCPRO HD DVCPRO HD – 100 Mb/s AVC-Intra (no encode from baseband over HD-SDI) Native project formats: 1080i/59.94, 1080i/50, 720p/59.94, 720p/50, 720p/25, 720p/23.976 QuickTime ProRes Any QuickTime-compatible movie Full metadata support RED R3D (frame sizes scaled to HD) RLX support Full metadata support

Sony XDCAM (SD)	DV – 25 Mb/s IMX30 – 30 Mb/s IMX40 – 40 Mb/s IMX50 – 50 Mb/s
Sony XDCAM HD	MPEG – 18 Mb/s VBR MPEG – 25 Mb/s VBR MPEG – 25 Mb/s CBR MPEG – 35 Mb/s VBR MPEG – 50 Mb/s CBR MPEG - 4 Proxies

Software

Avid Media Composer or equivalent – Edit SD and HD Video
 Avid EDL Manager or equivalent – Export timecode metadata
 Avid FilmScribe or equivalent – Export film metadata
 Avid Interplay Transfer (standalone version) or equivalent - Transfer media and metadata to Interplay
 Avid Log Exchange or equivalent - Convert shot logs into ALE files
 Avid MediaLog or equivalent - Manage logging and metadata
 Avid MetaFuze or equivalent - Work with stereoscopic files, DPX, and other formats (Windows only)
 MetaSync Manager - Create objects for interactive programming

File-Based Support - AMA (Avid Media Access) or equivalent

Tapeless workflows from shoot to edit, including full native end-to-end support for XDCAM HD, and full native support (including metadata integration and card/disc support) for P2, XDCAM-HD/EX, and GFCAM formats.

Sony XDCAM EX / XDCAM HD

Full native direct access to XDCAM Media and metadata
 Native editing of all listed SD and HD data rates Import via File Access Mode (FAM) over IEEE-1394
 Ingest via FTP client over Ethernet
 Ingest, Playout and Write-back of finished program to XDCAM media

Panasonic P2

Full native direct access to P2 Media and metadata
 Native DVCPRO HD editing of all listed HD formats (see Native Codec Support)
 Direct edit of P2 media from cards or disk drive
 Support for P2 Store
 Write-back of finished program to P2 media (Windows only)

Uncompressed SD and HD

SD

1:1 interlaced 8-bit
 1:1 interlaced 10-bit
 1:1 progressive 8-bit

HD

1:1 8-bit
 1:1 10-bit
 YUV 4:2:2
 RGB 4:4:4 (via dual link HDSDI)

Additional Items and Documentation

Basics Guide
 Advanced Effects Guide
 Resource Guide
 Quick Start Guide

Warranty

All items must be covered by a minimum one year parts and labor warranty

Item 2

Hardware key/dongle with license identifier to unlock video editing system software that works in conjunction with hardware. Identifier serves as theft prevention device (security registration)

Avid Media Composer Nitris DX System identifier 7500-20060-03 or equal

Must be operationally compatible with hardware/software configuration.

Item 3

Custom PC Keyboard which provides color coded and labeled system for video editing functions. Must operationally connect with Avid Media Composer Nitris DX System or equivalent.

Item 4

Cable Kit that connects PC to editing system hardware encoder and processing of audio and video.

Avid Nitris DX Cable Kit with AES-EBU audio cable for PC 7010-30033-01 or equal

Cabling kit must be operationally compatible for alternate editing system.

Item 5

Remote Control Serial Converter to provide RS-422 deck control. Allows user to remotely control tape deck machine from computer. Outputs proper protocol to enable editing system to control video tape machines with RS-422.

Keyspan USB-DB9 Serial Converter for deck control 7080-20013-01 or equal.

Avid Media Composer Nitris DX System identifier 7080-20013-01 or equal.

Item 6

Computer System shall be a Hewlett Packard PC Z400 Single Six Core 7090-30031-01 or equivalent

Processor	3.33GHZ
System Memory	6GB
Operating System	Windows 7 – 64 bit
Video Card	NVIDIA Quadro FX3800

Item 7

Avid Video Raid Hard Drive Storage Array 7010-20442-01 or equivalent

Stores audio and video	
Storage capacity	2.5TB

Item 8

HP LCD Monitors LP2275w or equivalent

Screen Size	22"
Native Resolution	1680x1050
Connectors	VGA, DVI-I, and Display Port
HDCP Support	

Item 9

Preview monitor Sony LMD2050WHD or equivalent

Screen Size	20"
Screen Type	LCD professional video monitor
Resolution	1680x1050
Input Module	HD-SDI
Signal Support Interfaces	Multi format including 1080/60i, 720/60p HD-15 and DVI-D

Item 10

External audio mixer Mackie 1642VLZ3 or equivalent

Inputs	16 Line (4 stereo pairs, 8 mono)
DC pulse transformer rejection	
4-band active EQ on stereo channels	

Item 11

Dual 110v audio speakers – M-Audio AV40 or equal

Two way desktop reference monitors	
20 watts per channel into 4 ohms	
Signal to noise greater than 90db	
Frequency Response	85Hz – 20KHz

Item 12

System Commissioning Build/Test/Install

The nonlinear edit system shall be a turnkey system that shall have been assembled and tested before delivery.

Vendor shall install and operationally test the system on site.

Item 13 - Support

Avid Priority Support for Nitris DX 0540-30036-02 or equivalent

Length of Support	One year contract
Type of Support	Telephone, web-based, and software updates on disk or internet.

Item 14 - Warranty

The editing system must be covered by a minimum one year parts and labor manufacturer's warranty

Item 15 Shipping

Shipping charges shall be included in product pricing

Delivery shall be FOB destination

Deliver to:

WV Educational Broadcasting Authority
Attention: Mike Fizer
124 Industrial Park Road
Beaver, WV 25813

Item 16 Invoicing

Send invoices to:

WV Educational Broadcasting Authority
Attention: Jeff Bennett
PO Box 9004
Beckley, WV 25802

EBA324 Pricing Page

Non-linear Avid High Definition Editing System or equivalent. Shipping charges shall be included in product pricing.

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
1	1	High Definition Editor Avid 7010-20472-01 or equal	_____	_____
2	1	Avid Media Composer Nitris DX system identifier 7500-20060-03 or equal	_____	_____
3	1	Custom PC Keyboard 0010-06389-01 or equal	_____	_____
4	1	Nitris DX Cable Kit with AES-EBU audio cable for PC 7010-30033-01 or equal	_____	_____
5	1	Keyspan USB-DB9 Serial Converter for deck control or equal 7080-20013-01	_____	_____
6	1	Computer System - HP PC Z400 Single Six Core, 3.33GHZ processor, 6GB system memory, Windows 7 – 64 bit Operating system, NVIDIA Quadro FX3800 video - or equal 7090-30031-01	_____	_____
7	1	Avid 2.5TB Video Raid Storage Array 7010-20442-01 or equal	_____	_____
8	2	HP 22" LCD Monitors LP2275w or equal	_____	_____
9	1	Preview monitor Sony LMD2050WHD or equal	_____	_____
10	1	External audio mixer Mackie 1642VLZ3 or equal	_____	_____
11	1	Dual 110v audio speakers M-Audio AV40 or equal	_____	_____
12	1	System Commissioning Build/Test/Install	_____	_____
13	1	Avid Priority Support for Nitris DX 0540-30036-02 One year contract	_____	_____
14	1	1-Year Manufacturer's Parts & Labor Warranty	_____	_____
			TOTAL	_____

Signature of Vendor Representative Submitting Bid

Date

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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: _____ **Signed:** _____

Date: _____ **Title:** _____

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