



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFO NUMBER
HHR10048

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**CIMCO INC.
 PO Box 480
 CULLODEN, WV 25510**

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		936-10		\$115,000⁰⁰
<p>BLANKET CONTRACT TO PROVIDE HVAC MAINTENANCE</p> <p>OPEN END CONTRACT FOR HVAC MAINTENANCE</p> <p>VENDOR SHALL PROVIDE ALL SUPERVISION, LABOR, MATERIAL, EQUIPMENT AND SUPPLIES TO PROVIDE A COMPLETE PREVENTATIVE MAINTENANCE PROGRAM TO INCLUDE INSPECTION, SERVICE, AND REPAIR TO MAINTAIN HEATING, VENTILATION AND AIR CONDITIONING (HVAC) EQUIPMENT IN A SAFE AND EFFICIENT OPERATING CONDITION IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</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</p>						

RECEIVED

2010 FEB 11 AM 10:17

W. PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 562-7705	DATE 2/10/10
TITLE VICE PRESIDENT	FEIN 55-0749511	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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VENDOR

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SHIP TO

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED 01/15/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **02/11/2010**

BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				TO REPLACE PURCHASING AFFIDAVIT INCLUDED WITH THE ORIGINAL BID PACKAGE WITH THE ATTACHED CORRECTED FORM.		
				TO CONFIRM THAT PRE-BID WILL TAKE PLACE ON JANUARY 26, 2010 AT 10:00 AM IN ROOM CR#1, AT ONE DAVIS SQUARE, LOCATED ON THE CORNER OF CAPITOL AND WASHINGTON STREETS IN CHARLESTON, WV.		
0001	1	JB	936-10			\$115,000⁰⁰
				BLANKET CONTRACT TO PROVIDE HVAC MAINTENANCE		
				***** THIS IS THE END OF RFQ HHR10048 ***** TOTAL: \$115,000⁰⁰		

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CIMCO Inc
PO Box 480
CULLODEN, WV 25510

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE:

02/11/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED						
2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO. : HHR10048						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC..						
ADDENDUM NO. 'S:						
✓	NO. 1				1/17/10	
✓	NO. 2				2/10/10	
	NO. 3					
	NO. 4					
	NO. 5					

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SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 562-7705	DATE 2/10/10
TITLE VICE PRESIDENT	FEIN 55-0749511	ADDRESS CHANGES TO BE NOTED ABOVE

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HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME - ... <i>Cimco, Inc.</i> ... CONTRACTORS LICENSE NO. - ... <i>WV025512</i> ... THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A						

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SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: ----- (304) 562-0320 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- GRANT SPENCER -----</p>						
<p>***** THIS IS THE END OF RFQ HHR10048 ***** TOTAL:</p>						<p><u>\$115,000.00</u></p>

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RFQ NUMBER
 HHR10048

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 804-558-0067

RFQ COPY
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HEALTH AND HUMAN RESOURCES
 BUILDING MANAGEMENT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: 02/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> SIGNATURE Cimco Inc. COMPANY 2/10/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

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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 exceeds 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: CIMCO INC.

Authorized Signature: [Signature] Date: 2/10/10

State of West Virginia

County of Putnam, to-wit:

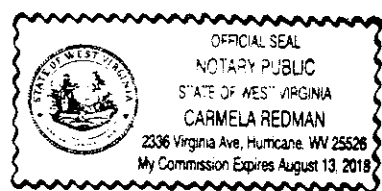
Taken subscribed, and sworn to before me this 10 day of February, 2010

My Commission expires August 13, 2018

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Carmela Redman]



Payment

Upon completion of the work in a manner satisfactory to the Agency, payments in amounts stipulated in the contract will be made monthly in arrears in accordance with State fiscal procedure, upon submission of the Vendor's invoice.

If necessary, at the commencement or termination of this contract, payments shall be made for any fractional part of month's service at the rate of one-thirtieth (1/30th) of the monthly charge for each day of service rendered.

Monthly billings must be accompanied by service reports, indicating hours worked and work performed on the equipment during the month. The signature of the Director of the Agency, or his representative, shall verify reports. Failure to comply will result in the withholding of monthly payments.

Withdrawal or Addition to Agreement

In the event that the Agency shall withdraw or add any equipment to or from service, or the usefulness of any equipment shall end, during the term of this contract, the Vendor shall agree to negotiate, in writing, an acceptable increase and/or reduction of cost for service for the balance of the duration of said contract.

Pricing of Services

Vendor shall provide a monthly individual price for each equipment item listed on Exhibit A.

Other Work

The vendor may be asked to perform non-preventative maintenance work by the Director of Maintenance and Planning and in cooperation with the Maintenance Supervisor of the facility. The Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%.

Mechanic	=	\$	<u>85.00</u>	per hour
Helper	=	\$	<u>75.00</u>	per hour

Documentation of the Vendor's cost for materials, in the form of invoices from third-party vendors, shall accompany any bills to the Agency for work as defined in this paragraph.

Invoices and Payments

Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services. Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Special Terms and Conditions:

Insurance Requirements: Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

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: CINCO INC. Signed: [Signature]
 Date: 2/10/10 Title: VICE PRESIDENT

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