



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
EHP11043

PAGE
1

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

RFQ COPY

BIDDING

Apex Pinnacle
 16 Canal Street, PO Box 449
 Port Crane, NY 13833

SHIPPING

HEALTH AND HUMAN RESOURCES
 BPH - EPIDEMIOLOGY AND
 HEALTH PROMOTION
 VARIOUS LOCALES AS INDICATED

DATE PRINTED 07/28/2010	TERMS OF SALE 0% Net 30	SHIP VIA Bestway	F.O.B. Destination	FREIGHT TERMS
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BID OPENING DATE: **08/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1,858	EA		055-08-01-010	61.53	114,322.74
	CONVERTIBLE	CAR SEATS,		EVENFLO TITAN 5	OR EQUAL	
0002	59	EA		055-08-01-010	37.07	2,187.13
	HIGH BACK BOOSTER	SEAT,		EVENFLOW BIG KID	OR EQUAL	

RECEIVED

2010 AUG 19 A 9:58

PURCHASING DIVISION
 STATE OF WV

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.

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.

INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/10/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Shauna A. McDevitt TELEPHONE 607 648-5889 DATE 8/16/10
 TITLE Sales FEIN 16-1449253 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).



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

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

RFQ COPY

VENDOR

Apex Pinnacle
 16 Canal Street, PO Box 449
 Port Crane, NY 13833

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - EPIDEMIOLOGY AND
 HEALTH PROMOTION
 VARIOUS LOCALES AS INDICATED

DATE PRINTED 07/28/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV		
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE <i>Shawn D. MacBeth</i>	TELEPHONE 607-648-5889	DATE 8/16/10
TITLE Sales	FEIN 16-1449253	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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VENDOR

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 16 Canal Street, PO Box 449
 Port Crane, NY 13833

S.P.O.

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 BPH - EPIDEMIOLOGY AND
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 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2010				

BID OPENING DATE: **08/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----EHP11043-----						
BID OPENING DATE:-----8/26/2010-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>607-648-5172</u>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Shauna MacDermott</u>						
***** THIS IS THE END OF RFQ EHP11043 ***** TOTAL:						<u>116,509.87</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Shauna A. MacDermott</u>	TELEPHONE <u>607-648-5889</u>	DATE <u>8/16/10</u>
TITLE <u>Sales</u>	FAX <u>16-1449253</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION

EHP11043

TO PROVIDE THE FOLLOWING:

1. 1858 EA. CONVERTIBLE CAR SEATS, EVENFLOW TITAN 5 OR EQUAL.
 - ALL SEATS MUST MEET OR EXCEED FEDERAL STANDARDS FOR INFANT AND CHILD SAFETY SEATS.
 - ALL SEATS SHIPPED MUST BE MANUFACTURED WITHIN THE PAST YEAR.
 - WHEN REAR FACING MUST ACCOMMODATE A MINIMUM OF 5 POUNDS TO A MAXIMUM OF 35 POUNDS.
 - WHEN FORWARD FACING MUST ACCOMMODATE A MINIMUM OF 20 POUNDS TO A MAXIMUM OF 50 POUNDS.
 - ALL SEATS MUST HAVE A FIVE-POINT HARNESS WITH A MINIMUM FOUR HARNESS LOCATIONS AND A MAXIMUM FIVE HARNESS LOCATIONS.
 - ALL SEATS MUST HAVE A MINIMUM OF TWO CROTCH STRAP LOCATIONS AND A MAXIMUM THREE HARNESS LOCATIONS.
 - ALL SEATS MUST HAVE LATCH EQUIPMENT.
 - ALL SEATS MUST HAVE A PRE-INSTALLED TETHER STRAP.
 - ALL SEATS MUST HAVE A MINIMUM OF TWO POSITION RECLINE WITH A MAXIMUM OF THREE RECLINING POSITIONS.
 - ALL SEATS MUST HAVE A REMOVABLE, WASHABLE CLOTH PAD.

2. 59 EA. HIGH BACK BOOSTER SEAT, EVENFLOW BIG KID OR EQUAL.
 - ALL SEATS MUST BE USED WITH VEHICLE LAP-SHOULDER BELT.
 - ALL SEATS MUST MEET OR EXCEED FEDERAL STANDARDS FOR INFANT AND CHILD SAFETY SEATS.
 - ALL SEATS SHIPPED MUST BE MANUFACTURED WITHIN THE PAST YEAR.
 - ALL SEATS MUST ACCOMMODATE A WEIGHT LIMIT OF A MINIMUM 30 POUNDS TO A MAXIMUM OF 100 POUNDS.
 - ALL SEATS MUST ALL FOR A MINIMUM HEIGHT OF 34" WITH A MAXIMUM HEIGHT OF 57" .
 - ALL SEATS MUST HAVE FULL BODY HEIGHT PIVOTING ARMREST.
 - ALL SEATS MUST HAVE A LAP BELT AND SHOULDER BELT GUIDE.
 - ALL SEATS MUST HAVE A REMOVABLE, WASHABLE CLOTH PAD.
 - ALL SEATS MUST BE CONVERTIBLE TO A NO-BACK BOOSTER SEAT.

ALL SEATS MUST BE DELIVERED BY SEPTEMBER 15, 2010.

SEATS TO BE DELIVERED PER THE ATTACHED LISTING TO THE FOLLOW LOCATIONS.

VENDOR WITH THE LOWEST BID MEETING OR EXCEEDING SPECIFICATIONS, WILL BE AWARDED THE BID.

VENDOR SHALL INVOICE THE PROGRAM LISTED ON THE ORDER ONCE ALL CAR SEATS HAVE BEEN DELIVERED AND ACCEPTED.

ATTACHMENT #1

1, 858 Convertible car seats will be shipped to the following locations:

Case WV ATTN: Brenda Johnson, RN 307 Federal Street Bluefield, WV 24701	Quantity: 220
Family Options Providers ATTN: Dee Meadows, RN 6354 Route 60 East, Suite 2 Barboursville, WV 25504	Quantity: 109
CAMC Women and Children's Hospital ATTN: Beverly Kitchen, RN 800 Pennsylvania Avenue Charleston, WV 25302	Quantity: 196
Case WV ATTN: Sandra Ellard, RN 402 Main Street Rainelle, WV 25962	Quantity: 164
Children's Home Society of WV ATTN: Mary Christian, RN 1739 St. Marys Avenue, Suite 3 Parkersburg, WV 26102	Quantity: 98
Catholic Charities WV ATTN: Suellen Friend, RN 1025 Main Street Mull Center, Suite 500 Wheeling, WV 26003	Quantity: 54

Family Options Providers
ATTN: Paula Darby, RN
Route 2, Box 472E
Bridgeport, WV 26330

Quantity: 221

Grant County Health Department
ATTN: Patsy Parker, RN
Hospital Drive
Petersburg, WV 26847

Quantity: 43

Charleston Police Department
ATTN: Shawn Williams
502 Ruffner Avenue
Charleston, WV 25311

Quantity: 60

Huntington Highway Sat. Office
ATTN: Larry Kendall
800 5th Avenue, Room L-1
Huntington City Hall
Huntington, WV 25701

Quantity: 50

Point Pleasant Police Department
ATTN: Cpt. Joe Veith/Ch. Ernie Watterson
400 Viand Street
Point Pleasant, WV 25550

Quantity: 50

Ceredo Police Department
ATTN: Steve Amis/Ch. Anthony Poston
766 B Street
Ceredo, WV 25507

Quantity: 40

Williamson Police Department
ATTN: Sgt. John Hall
108 East 4th Avenue
Williamson, WV 25661

Quantity: 50

St. Marys Medical Center
ATTN: Matt Herbert
2900 First Avenue
Huntington, WV 25702

Quantity: 20

Mid-Ohio Valley Highway Safety Office
ATTN: Toni Tiano
1412 33rd Street
Parkersburg, WV 26101

Quantity: 80

Monongalia County Sheriff
ATTN: John Kisner/Sharon Lawson
155 Chancery Row
Morgantown, WV 26505

Quantity: 50

Clarksburg Police Department
ATTN: Lt. Chamberlain
222 West Main Street
Clarksburg, WV 26301

Quantity: 75

Harrison County Sheriff
ATTN: Lt. Scalopio
420 Buckhannon Pike
Nutter Fort, WV 26301

Quantity: 100

City of Martinsburg Fire Department
ATTN: Nevin Kilmer
200 North Raleigh Street
Martinsburg, WV 25401

Quantity: 90

Beckley Police Department
ATTN: Paul Blume
705 Scott Avenue
Beckley, WV 25801

Quantity: 48

WV Coalfields Highway Safety Program
ATTN: Dave Cook
100 Main Street
Beckley, WV 25801

Quantity: 20

Governor's Highway Safety Program Quantity: 20
ATTN: Trish Anderson
5707 MacCorkle Avenue SE
Charleston, WV 25317

59 High back booster seats will be shipped to the following locations:

Charleston Police Department Quantity: 30
ATTN: Shawn Williams
502 Ruffner Avenue
Charleston, WV 25311

Beckley Police Department Quantity: 29
ATTN: Paul Blume
705 Scott Avenue
Beckley, WV 25801

EHP11043 – COST SHEET

ITEM #1	QUANTITY	DESCRIPTION:	UNIT PRICE	TOTAL PRICE
1.	1,858 EA.	CONVERTIBLE CAR SEATS, EVENFLO TITAN 5 OR EQUAL	<u>\$61.53</u>	<u>\$114,322.74</u>
2.	59 EA.	HIGH BACK BOOSTER SEAT, EVENFLO BIG KID OR EQUAL	<u>\$37.07</u>	<u>\$2,187.13</u>
TOTAL PRICE:				<u>\$116,509.87</u>

CONTRACT WILL BE AWARDED TO THE LOWEST BID MEETING OR EXCEEDING SPECIFICATIONS.

ALL CAR SEATS MUST BE DELIVERED BY SEPTEMBER 15, 2010.

Shouca M. Mallett 8/17/10
VENDOR SIGNATURE DATE:

RFQ No. EHP 11043

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: Apex Annacle

Authorized Signature: Shauna A. MacDermott Date: 8/16/10

State of New York

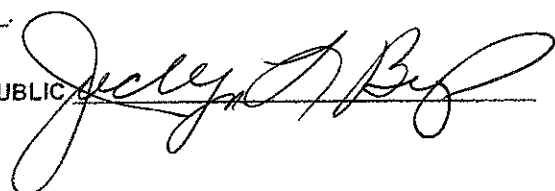
County of Broome, to-wit:

Taken, subscribed, and sworn to before me this 16 day of August, 2010

My Commission expires 4-01-2011, 20

AFFIX SEAL HERE

NOTARY PUBLIC



JUDILYN L. BISHOP
Notary Public, State of New York
No. 4979557
Residing in Broome County
My commission expires

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: Apex Pinnacle

Signed: [Signature]

Date: 8/17/10

Title: Sales

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