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\*511151107

PC RENEWAL

3848

2848 GRAFTON RD

MORGANTOWN WV

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

26508

### Request for Quotation

RFQ NUMBER ERCYCL07

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

304-291-8550 P T

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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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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

\*511151107 304-291-8550 PC RENEWAL 2848 GRAFTON RD 3848 MORGANTOWN WV 26508

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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 01/18/2007 BID OPENING DATE: 01/31/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. ORDERING PROCEDURE: AGENCIES SHALL CONTACT SURPLUS PROPERTY AND OBTAIN A WAIVER FOR THE EQUIPMENT TO BE RECYCLED. AFTER RECEIPT OF WAIVER, AGENCY SHALL CONTACT VENDOR AND MAKE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 2-12-07 TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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



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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED SHIP VIA F.O.B. FREIGHT TERMS TERMS OF SALE 01/18/2007 BID OPENING DATE: BID OPENING TIME 01:30PM 01/31/2007 CAT NO. AMOUNT QUANTITY UOP ITEM NUMBER UNIT PRICE LINE ARRANGEMENTS FOR PICK UP OF ITEM(S). PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH THE SUCCESSFUL VENDOR IS ISSUED THROUGH A LOCAL BANK. MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI-TION OF AWARD. 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). APPLICATION IS MADE FOR 2.5% 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 CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, |PARTNERSHIP, | ASSO|CIATI|ON 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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01/18/2007

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2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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FREIGHT TERMS

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# WEST VIRGINIA STATE TAX DEPARTMENT

WV/BRT-802 Rev 10/01

WEST VIRGINIA IDENTIFICATION NUMBER & BUSINESS LOCATION ADDRESS

DUPLICATE
CROSCO SERVICES
CARL G CROSCO
3848 GRAFTON RD
MORGANTOWN WV 26508

WEST VIRGINIA IDENTIFICATION NUMBER & MAILING ADDRESS

058075 CROSCO SERVICES CARL G CROSCO 3848 GRAFTON RD MORGANTOWN WV 26508 BUSINESS REGISTRATION CERTIFICATE

FOR YEAR BEGINNING JULY 1, 2005

ENDING JUNE 30, 2007



The State Tax Commissioner pursuant to the authority vested in him by Chapter 11 Article 12 of the Code of West Virginia has this day issued a Business Registration Certificate which shall mean you have properly registered with the Department of Tax and Revenue to conduct business within the state of West Virginia for this location SEE REVERSE SIDE

Business Certificate

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
05/11/2006



CARL CROSCO PC RENEWAL 2848 GRAFTON RD

MORGANTOWN WV

26508

THIS IS TO CONFIRM RECEIPT OF YOUR VENDOR REGISTRATION FEE. PAYMENT OF THE FEE ENABLES YOU TO PARTICIPATE IN THE PURCHASING DIVISION'S COMPETITIVE BID PROCESS AND ENTITLES YOU TO A ONE-YEAR SUBSCRIPTION TO THE WEST VIRGINIA PURCHASING BULLETIN. A NEW ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN IS POSTED ON OUR WEB SITE EACH WEEK. BID OPPORTUNITIES ESTIMATED AT \$10,000 OR MORE ARE ADVERTISED IN THIS PUBLICATION. WE ENCOURAGE YOU TO LOG ON AND VIEW THE BULLETIN EVERY FRIDAY SO AS NOT TO MISS IMPORTANT BIDDING OPPORTUNITIES. OUR WEB ADDRESS IS:

HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE

IN ORDER TO ACCESS THE WEST VIRGINIA PURCHASING BULLETIN, YOU WILL NEED YOUR VENDOR NUMBER, GROUP NUMBER (IF ANY), AND YOUR PASSWORD WHICH ARE PRINTED BELOW. YOUR ACCESS WILL BECOME EFFECTIVE ON THE FIRST MONDAY AFTER 05/11/2006, STATE HOLIDAYS EXCLUDED.

HELPFUL TIPS: YOUR COMPUTER-GENERATED VENDOR NUMBER BEGINS WITH AN ASTERISK, BUT DO NOT USE THE ASTERISK WHEN LOGGING IN. ALSO, OUR LOGIN SCRIPT IS CASE SENSITIVE. THEREFORE, IF YOUR VENDOR NUMBER CONTAINS A CHARACTER LIKE A, B, OR C, PLEASE TYPE IT IN UPPER CASE.

IF YOU HAVE QUESTIONS, FEEL FREE TO CONTACT US AT 304-558-2311 OR TEAM@WVADMIN.GOV. THANK YOU.

SINCERELY YOURS,

VENDOR REGISTRATION

VENDOR NUMBER : GROUP NUMBER :

PASSWORD :

\*511151107

· Company

Business Certifical

COPY

Date: Friday, February 9, 2007 11:27 AM

From: carl crosco <wvpcrenewal@verizon.net>

To: pcrenewal@adelphia net Subject: [Fwd: Fwd: WV Code]

>From: Phil Mann < PMANN@wvswmb.org>
>Date: 2007/02/09 Fri AM 11:15:49 CSI

>To: wvpcrenewal@verizon net >Subject: Fwd: WV Code

>

>>>> Phil Mann 2/9/2007 12:11 PM >>>

>Susan - the following section of the WV Code exempts recycling businesses from the permitting process required other facilities that manage solid waste. Ihis means that you have no obligation to be permitted with the Department of Environmental Protection as a commercial solid waste facility. ARTICIE 15A. IHE A. JAMES MANCHIN REHABILITATION ENVIRONMENTAL ACTION PLAN. \$22-15A-23. Recycling facilities exemption.

>Recycling facilities, as defined in section two, article fifteen of this chapter, whose only function is to accept free-of-charge, buy or transfer source-separated material or recycled material for resale or transfer for further processing are exempt from the provisions of said article and article four of chapter twenty-two-c and sections one-c and one-f, article two, chapter twenty-four of this code.
>Phil

wypcrenewal@verizon.net
www.wypcrenewal.com
3848 Grafton Road
Morgantown, WV 26508
(304)291-8550
291-8551
291-8552 Fax
698-8551 Cell

FYI



### NEW GENERAL LIABILITY DECLARATIONS

COMPANY PROVIDING COVERAGE	WESTFIELD INSURANCE COMPANY					
NAMED INSURED AND MAILING ADDRESS	AGENCY 47-05101 PROD. 000					
CARL G CROSCO DBA P C RENEWAL 3848 GRAFTON RD MORGANTOWN WV 26508	INSURANCE CENTERS INC 102 VENTURE DR STE 5 MORGANTOWN WV 26508 TELEPHONE 304-292-9645					
Policy Number: CWP 3 443 914   01	WIC Account Number: 4701497757   Q					
Policy From 09/22/06 Period To 09/22/07	at 12:01 A.M. Standard Time at your mailing address shown above.					

#### LIMITS OF INSURANCE -

\$1,000,000
\$1,000,000
\$500,000
\$500,000
\$100,000
\$5,000

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM

Forms And Endorsements Applicable To This Coverage Part:

CG2167 1204\*, CG2010 0704\*, CG0001 1204\*, IL0021 0702\*, CG7003 1204\*,
CG7000 1298\*, CG2503 0397\*, CG2504A 0397\*, CG2147 0798\*, CG2662 1204\*,
CG0067 0305\*, CG2426 0704\*, CG2173 1202\*, CG7017 1298\*.



#### PRODUCER:

BrickStreet Mutual Insurance Company 4700 MacCorkle Ave., S E. Charleston, WV 25304

COAY

CARL G CROSCO 3848 GRAFTON ROAD MORGANTOWN WV 26508

CERTIFICATE HOLDER:

INSURED:

CARL G CROSCO 3848 GRAFTON ROAD MORGANTOWN WV 26508

## CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10102388-03 DATE CERTIFICATE ISSUED: 12/21/2006

POLICY EFFECTIVE DATE: 1/1/2007 POLICY EXPIRATION DATE: 11/20/2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

#### LIMITS / COVERAGE

- [X] WORKERS COMPENSATION STATUTORY LIMITS
- [X] EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT: BODILY INJURY BY DISEASE:

\$500,000.00

**EACH ACCIDENT** 

BODILY INJURY BY DISEASE: BODILY INJURY BY DISEASE:

\$500,000.00 \$500,000.00 POLICY LIMIT EACH EMPLOYEE

[ ] WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -

COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)

[ ] FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT – COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE

SPECIAL PROVISIONS IF ANY:

WV-96 Rev 5/94

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 <u>ARBITRATION</u> Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2 HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3 GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia This provision replaces any references to any other State's governing law
- 4 TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal. State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 PAYMENT Any references to prepayment are deleted Payment will be in arrears
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law All other references to interest or late charges are deleted.
- 7 RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8 FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9 STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual or any other party are deleted
- 10 SIMILAR SERVICES Any provisions limiting the Agency s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted
- 11 <u>ATTORNEY FEES</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12 <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14 RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15 <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term
- 16 RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18 <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted However, the Agency does recognize a right of repossession with notice
- 19 ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted
- 20 <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	<u>VENDOR</u>
Spending Unit:	Company Name: PC Renewal
Signed:	Signed Corl & Crosso
Title:	Title: OWNER
Date:	Date: 2-12-07

### ERCYCL07

Pricing/Information Sheet
Please Print or Type the Requested Information

	-05
Price per pound for recycling all used electronic equipment: Five cen+	<u>5 /lb</u>

<u>OR</u>

Type of Electronic Equipment	Estimated #	Cost Per Pound	Total
	Pounds		
Monitors	10,000	.05	500.00
CPU	25,000	.05	1250.00
Televisions	2,000	.05	100.00
Copiers	5,000	.05	250.00
Misc	15,000	.05	750.00
		Cost Per Each	Total
Fluorescent Bulbs	1,000	,25	250,00
4 feet of Less	1,000	,25	250,00
More than 4 feet	1,000	,50	500,00
HID Bulbs	1,000	.75	750.00
Circular Bulbs	1,000	.50	500,00
Destruction of Hard Drives	500	1.00	500.00

**Note**: The prices entered shall be the entire cost to be charged for the recycling service Price quoted must include vendor picking up equipment at any location within the State of West Virginia

Contract Coordinator:
Name: <u>Carl Crosco, PC Renewal</u>
Telephone: 304-291-8550
Fax Number: 304-291-8552
Email: PCRENEWala Comcastinet
Vendor Certification:
By signing below, I hereby certify that if awarded this contract, all equipment shall be recycled.  Signature: 0/4/00/C
Title: <u>OWILE</u>

WV-36a STATE OF WEST VIRGINIA	Buyer:	Page	Req. or P. O. No.:		
PURCHASING CONTINUATION SHEET	Francisco ERCYCLOT				
	Spending Unit:				
Vendor: PC RENEWAL					
3848 GRAFTON ROAD					
MORGANTOWN, WV26508					
www.wvpcrenewal.com					
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ADDENDUM ACKNOWI	_EDGEMEN	41			
I hereby acknowledge receipt of the following che	ecked adder	ndum(s)	) and have made		
the necessary revisions to my proposal, plans an	d/or specific	ations,	etc.		
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Addendum No.'s:					
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N1. P					
No. 5					
I understand that failure to confirm the receipt of the addendum(s) is cause for					
rejection of bids.					
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Exhibit 10					
Rev. 11/96					

RFQ No. ERCYCLOT

## AFFIDAVIT

### West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

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

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

#### **EXCEPTION:**

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

#### 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: PC R	enewal			
Authorized Signature:	art S. Gros	Date	= 2-12-07	-
No Debt Affidavit (Revised 10/13/06)	CARL CROSCO			