

RECEIVED

2009 MAR 10 A 11: 17

PROCURING DIVISION  
STATE OF WV

ATTN John Abbott

FAX  
558-3970





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60180  
 Charleston, WV 25305-0180

**Request for  
 Quotation**

ADJ109007

JOHN ABBOTT  
 345-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ADJUTANT GENERAL'S DEPARTMENT  
 MOUNTAINEER CHALLENGE PROGRAM  
 CAMP DAWSON  
 248 ARMY ROAD  
 KINGWOOD, WV  
 26537  
 304-341-6406

DATE	DESCRIPTION	ESTIMATE NO.	ESTIMATE DATE	ESTIMATE PRICE	ESTIMATE TYPE	ESTIMATE STATUS	ESTIMATE COMMENTS
02/22/2009	03/10/2009						
0001	UNIFORM:	1	AS	984-36-01-003			
<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 THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND          PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE          CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL          WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,          SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)          DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL          BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE          ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE          (1) YEAR PERIODS.</p>							
<p>DATE: 03/10/2009          TIME: 01:30PM          ADDRESS CHANGES TO BE NOTED ABOVE</p>							

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules of the Purchasing Division*.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules of the Purchasing Division* shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/state/purchasing/vrhpaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the *West Virginia Code* ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the *West Virginia Code*. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be canceled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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 disqualification. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2018 Washington Street East  
 Post Office Box 50190  
 Charleston, WV 25305-0190

**Request for  
 Quotation**

2

ADJ09007

JOHN ABBOTT  
 304-558-2564

ADJUTANT GENERAL'S DEPARTMENT  
 MAINTAINER CHALLENGE PROGRAM  
 CAMP DAWSON  
 260 ARMY ROAD  
 KINGWOOD, WV  
 26537

304-341-6406

RFQ COPY  
 TYPE NAME/ADDRESS HERE

02/22/2009		03/19/2009		BID OPENING TIME 01:30PM	
BID OPENING DATE:		BID DATE:		BID TIME:	
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.		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 TRANSPORTATION 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.	
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.		BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		ADDRESS CHANGES TO BE NOTED ABOVE	
SIGNATURE		TELEPHONE		DATE	
TITLE		FAX		WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR	



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

**Request for  
 Quotation**

ADJ10 P007

JOHN ABBOTT  
 304-558-2564

REQ COPY  
 TYPE NAME/ADDRESS HERE

ADJUTANT GENERAL'S DEPARTMENT  
 MOUNTAINEER CHALLENGE PROGRAM  
 CAMP DAWSON  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537  
 304-341-6486

No. 0161 P. 5

02/22/2009		03/10/2009		BID OPENING TIME 01130PM	
BID OPENING DATE		BID OPENING TIME		BID OPENING DATE	
REV. 04/11/2001		REV. 3/86		REV. 3/86	
EXHIBIT 4		PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.		PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.	
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.		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.		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.	
SIGNATURE		TITLE		ADDRESS CHANGES TO BE NOTED ABOVE	

Mar. 10. 2009 10:16AM



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

**Request for  
 Quotation**

ADJ09007  
 JOHN ABBOTT  
 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ADJUTANT GENERAL'S DEPARTMENT  
 MOUNTAINEER CHALLENGE PROGRAM  
 CAMP DAWSON  
 240 ARMY ROAD  
 KINGSWOOD, WV  
 26537  
 304-341-6406

02/22/2009		03/10/2009		BID OPENING TIME 01:30PM	
RFQ NUMBER		RFQ DATE		RFQ TIME	
***** THIS IS THE END OF RFQ		ADJ09007		***** TOTAL:	
SIGNATURE		TELEPHONE		FAX	
TITLE		FEE		ADDRESS CHANGES TO BE NOTED ABOVE	

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

### ADJ09097 - CASUAL UNIFORMS BID FORM

Item #	Description	Estimated Initial Order	Unit Price	Extended Price	Future Unit Price for One (1) Es.
1	Navy Sweat Shirts w/Silkscreen Logo S-XL	800	\$ 7.07	\$ 5,656.00	\$ 9.07
1.1	Navy Sweat Shirts w/Silkscreen Logo 2XL-3XL	100	\$ 8.69	\$ 869.00	\$ 10.69
2	Navy Sweat Pants w/Silkscreen Logo S-XL	800	\$ 9.78	\$ 7,824.00	\$ 10.78
2.1	Navy Sweat Pants w/Silkscreen Logo 2XL-3XL	100	\$ 10.48	\$ 1,048.00	\$ 13.48
3	Navy T-Shirts w/Silkscreen Logo S-XL	1,500	\$ 2.50	\$ 3,750.00	\$ 5.50
3.1	Navy T-Shirts w/Silkscreen Logo 2XL-3XL	200	\$ 11.75	\$ 2,350.00	\$ 16.75
4	Navy Polo w/Silkscreen Logo S-XL	1,000	\$ 10.28	\$ 10,280.00	\$ 13.28
4.1	Navy Polo w/Silkscreen Logo 2XL-3XL	200	\$ 10.96	\$ 2,192.00	\$ 13.96
5	Navy Sweat Shorts w/Silkscreen Logo S-XL	800	\$ 6.28	\$ 5,024.00	\$ 8.28
5.1	Navy Sweat Shorts w/Silkscreen Logo 2XL-3XL	100	\$ 7.80	\$ 780.00	\$ 9.80
<b>GRAND TOTAL:</b>				<b>\$ 29,899.00</b>	

**Bidder / Vendor Information:**  
 Name: SENECA DESIGNS - DBA THE RAINBOW  
 Address: County Sheltered Workshop  
890 Industrial Park Rd. Elkinsville 10224  
 Phone: 304-636-1038  
 Email Address: MTURNER@3WIDGIC.NET

\* Multiply your estimated bid prices by the estimated initial order quantity.  
 \*\* Provide a detailed order assisting one (1) item is excluded & delivered.

ADJ09007 Cadet Casual Uniform Specifications

The items shall consist of the following:

- Navy sweat shirt w/MCA silkscreen logo in gold. Jerseys 562M or equal to. 8oz 50/50 cotton/poly pill-resistant fleece, seamless body and two needle cover seams on neck opening, shoulders, armholes and waistband for extra durability. Silkscreen logo on front left side of shirt. This will consist of one screen process w/logo on front only.
- Navy sweatpants w/MCA silkscreen logo in gold. Jerseys 973M or equal to. 8oz 50/50 cotton/poly sweatpants with double-needle stitched covered elastic waistband. Elastic cuff at ankle, with no side seams and inside draw cord. Silkscreen logo on front left side of pants. This will consist of one screen process w/logo on front only.
- Navy T-shirt w/MCA silkscreen logo in gold. Jerseys Men's heavyweight 29M or equal to. 5.6oz 50/50 cotton/poly durable ribbed crew neck collar. Taped shoulder to shoulder, double needle cover seamed front neck for a clean finish, and double needle hemmed set in sleeves and bottom hem. Silkscreen logo on front left side of shirt. This will consist of one screen process w/logo on front only.
- Navy Pocket Sport Shirt w/MCA silkscreen logo in gold. Jerseys 436MP or equal to. 5.6oz 50/50 cotton/poly seamless body with welt knit collar, two-needle reinforced hemmed sleeves with two button cufflet placket and pearlized buttons. Silkscreen logo on front left side of shirt on pocket. This will consist of one screen process w/logo on front only.
- Navy Jersey Knit Short w/MCA silkscreen logo in gold. Style 990 heavyweight 50/50 cotton/poly jersey knit with elastic waistband, 6" inseam and double-needle hemmed bottom. Silkscreen logo on front left side of shorts. This will consist of one screen process w/logo on front only.

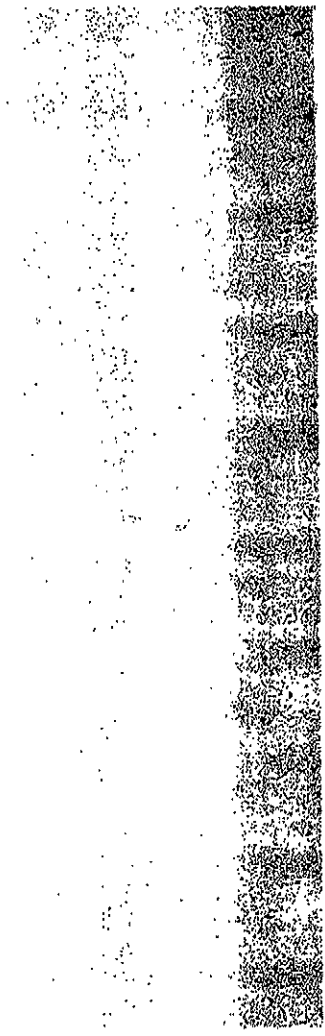
Notes:

Amounts are subject to change. These numbers are based on a class size of 150. Main orders are placed twice a year in December and June. Smaller orders are placed on as needed basis. No substitutions on manufacturer style numbers. Large backorders or short shipped are not permitted. Orders should be filled within 3 weeks. Copy of logo and placement enclosed. Logo color is Colormax WV gold. Only one color will be used and silkscreen will only be on front side.



**MOUNTAINEER  
CHALLENGE  
ACADEMY**

No. 0161 P. 9



Mar. 10. 2009 10:17AM

### VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §§4-3-37. (Does not apply to construction contracts). West Virginia Code, §§4-3-37, 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 60% 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 2.5% 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 3.0% 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 that 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 authorize 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, §§4-3-3), 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: Mike Turner Signed: Mark  
Date: March 10, 2009 Title: Executive Director

\*Check any combination of preferences combinations indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

### PURCHASING AFFIDAVIT

**VENDOR OWING A DEBT TO THE STATE:**  
West Virginia Code §6A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**  
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**  
In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.  
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**  
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**  
The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/electronic/purchasing/privacy/notes/Confidentiality.pdf>.

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

Vendor's Name: SENECA DESIGNS - DBA The Randolph County Sheriff's Hoed WoelShop  
Authorized Signatures: [Signature] Date: MARCH 10, 2009  
Purchasing Affidavit (Revised 01/01/08)