



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

Request for Quotation

JAN 30 2009

RFQ NUMBER
DPS0927

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

*709035125 304-727-2902
 PREISER SCIENTIFIC INC
 PO BOX 1330
 94 OLIVER STREET
 ST ALBANS WV 25177

SHIP TO

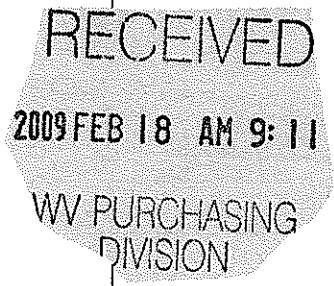
WEST VIRGINIA STATE POLICE

 725 JEFFERSON ROAD
 SOUTH CHARLESTON, WV
 25309-1698

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/28/2009	NET 30 DAYS	BEST WAY	DESTINATION	ALLOWED

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-99		
EQUIPMENT: LABORATORY (MISCELLANEOUS) PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL LABORATORY CABINETS AND EQUIPMENT AT THE WEST VIRGINIA STATE POLICE HEADQUARTERS, S. CHARLESTON WV, PER THE SPECIFICATIONS. MANDATORY ONSITE PRE-BID: 2/10/2009; 10:30 AM WV STATE POLICE HEADQUARTERS 725 JEFFERSON ROAD SOUTH CHARLESTON, WV 25309 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>John Gatens</i>	800-624-8285	FEBRUARY 17, 2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VICE PRESIDENT	55-0257730		

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. 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/admin/purchase/vrc/hipaa.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 and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled 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 disqualifications: 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
 2019 Washington Street East
 Post Office Box 50130
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*709035125	304-727-2902
PREISER SCIENTIFIC INC	
PO BOX 1330	
94 OLIVER STREET	
ST ALBANS WV 25177	

SHIP TO
WEST VIRGINIA STATE POLICE
725 JEFFERSON ROAD
SOUTH CHARLESTON, WV
25309-1698

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/28/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				JOHN ABBOTT	----	
RFQ. NO.:				DPS0927	----	
BID OPENING DATE:				2/19/2009	----	
BID OPENING TIME:				1:30 PM	----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-727-2932	----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				STEVE LETTE	----	
***** THIS IS THE END OF RFQ DPS0927 ***** TOTAL:						\$30,045.00

*SEE OUR QUOTATION 2090522-12 ENCLOSED

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**West Virginia State Police – Processing Lab Renovation
South Charleston, WV**

Elevation 1/A2:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
10	04L02400	Mldg black rubber per ft
2	800S7920	42x84x22 Tall case
1	90L04000	Corner st st
1	950C070J	Misc sink parts – portable demo table
1	BU001	Modified mobile sink base unit
1	CTOP	1”T black epoxy resin countertop

Elevation 2/A3:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
16	04L02400	Mldg black rubber per ft
1	140S2220	18x26x22 base cabt
1	164S2320	18x35x22 base cabt
1	422S6320	36x35x22 base corner cabt
1	501S2220	30x4x22 table frame
1	601M4330	Filler, end 4x31x13
1	611S7220	End filler 7-3/8x29
1	611S7320	End filler 7-3/8x35
1	616S5220	Knee space panel 30x20
1	709S2330	18x31x13 wall case
2	712S5330	30x31x13 wall case
1	724M2330	18x31x13 wall case corner
3	90L04000	Corner st st
1	MS685763	Filler vertical angle asm
1	CTOP	1”T black epoxy resin countertop

Elevation 3/A4:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
30	04L02400	Mldg black rubber per ft
1	136S4320	24x35x22 base cabt
1	146S6320	36x35x22 base cabt
1	164S4320	24x35x22 base cabt
2	501S4230	36x4x22 table frame
1	600S6320	Front filler 6x35
1	601M4330	Filler, end 4x31x13
2	616S6320	Knee space panel 36x26
2	618S0360	Filler, rear wall case
1	708S4330	24x31x13 wall case
1	712S5330	30x31x13 wall case
2	712S6330	36x31x13 wall case
4	90L04000	Corner st st
1	CTOP	1”T black epoxy resin countertop

Elevation 4/A5:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
38	04L02400	Mldg black rubber per ft
1	137S2320	18x35x22 base cabt
1	200S7320	42x35x22 base cabt
1	501S4230	36x4x22 table frame
1	600S2320	Filler end 1x31
1	616s6320	Knee space panel 36x26
6	90L04000	Corner st st
1	CTOP	1"T black epoxy resin countertop

Elevation 5/A6:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
1	612S4320	Center filler 14-3/4 x 35

Elevation 6/A6:

<u>Qty.</u>	<u>Product No.</u>	<u>Description</u>
1	136S2320	18x35x22 base cabt
1	200S7320	42x35x22 base cabt
1	501S4230	36x4x22 table frame
1	600S2320	Filler end 1x31
1	616S6320	Knee space panel 36x26

QUOTATION

Preiser Scientific

SCIENTIFIC INSTRUMENTS AND LABORATORY SUPPLIES



94 Oliver Street PO Box 1330
 St. Albans, West Virginia 25177-1330
 Telephone: 304/727-2902 - FAX 304/727-2932
 WATTS - 800/624-8285
 e-mail preiser@preiser.com

State of WV, Department of Administration
 Purchasing Div., 2019 Washington St. E
 Charleston, WV 25305

DATE: February 17, 2009

ATTN.: John Abbott

QUOTATION NO.: 2090522-12

NOTE: Please refer to quotation number when ordering.

Quote does not include any changes due to Addenda on this project

In response to your inquiry for WV State Police, we are pleased to quote as follows:

ITEM	QTY	CATALOG NO.	DESCRIPTION	PRICE	UNIT	EXTENSION
Section 12345.4						
Steel Laboratory Casework						
Offering PrimeAire Metal Lab Casework as manufactured by BMC/MetalArc						
Per Drawings Provided						
Elevation 1-A2						
	10	FSC-HM04L0200	Molded Black Rubber Base	8.00	FT	80.00
	2	80-1945-06	Floor Case, 84"H x 42"W x 21"D	804.00	EA	1,608.00
	1	FSC-HM90L0400	Stainless Steel Corner Protector	6.00	EA	6.00
	1	80-1035-02S	Sink Base, Mobile Unit, w/Sink 13" x 17" x 5-1/4", Tanks, Hand Pump Faucet, Back Panel	1,439.00	EA	1,439.00
Elevation 2-A3						
	16	FSC-HM04L0200	Molded Black Rubber Base	8.00	FT	128.00
	1	80-1274-12	Base Cabinet, 2 Drawer (1 File) 29"H 18"	530.00	EA	530.00
	1	80-1280-24	Apron Assembly, 1 Drawer 30"	171.00	EA	171.00

SUBJECT TO CHANGE WITHOUT NOTICE AFTER TEN DAYS

F.O.B.: DESTINATION

Respectfully submitted

Delivery: 60 - 90 DAYS AFTER RECEIPT
OF APPROVED DRAWINGS

Terms: NET 30 DAYS

Preiser Scientific, Inc.

412-1/00

 John Gatens, Vice President

ITEM	QTY	CATALOG NO.	DESCRIPTION	PRICE	UNIT	EXTENSION
	1	80-1293-02	Knee Space Enclosure Panel	84.00	EA	84.00
	1	80-1215-01	Base Cabinet, 4 Drawer 18"	547.00	EA	547.00
	1	80-1055-02	Corner Base Cabinet, 1 Door	615.00	EA	615.00
	2	80-1309-01	Pipe Space Filler Panel	39.00	EA	78.00
	1	80-1310-01	Base Front Filler Panel	43.00	EA	43.00
	1	80-1600-08	Wall Cabinet, Glass Hinged Door (30"H) 18"	371.00	EA	371.00
	2	80-1615-20	Wall Cabinet, Glass Hinged Door (30"H) 30"	446.00	EA	892.00
	1	80-1283-01	Wall Front Filler Panel	47.00	EA	47.00
	1	80-1675-17	Corner Wall Cabinet, Glass Hinged Door	744.00	EA	744.00
	3	FSC-HM90L0400	Stainless Steel Corner Protector	6.00	EA	18.00
Elevation 3-A4						
	1	80-1085-12	Base Cabinet, 1 Drawer 1 Door 24"	443.00	EA	443.00
	2	80-1080-01	Apron Assembly, 1 Drawer 36"	178.00	EA	356.00
	2	80-1284-13	Knee Space Enclosure Panel	92.00	EA	184.00
	1	80-1045-01	Base Cabinet, 1 Drawer 2 Door 36"	592.00	EA	592.00
	1	80-1215-02	Base Cabinet, 4 Drawer 24"	576.00	EA	576.00
	1	80-1310-01	Base Front Filler Panel	43.00	EA	43.00
	4	FSC-HM90L0400	Stainless Steel Corner Protector	6.00	EA	24.00
	1	80-1615-20	Wall Cabinet, Glass Hinged Door (30"H) 30"	446.00	EA	446.00
	2	80-1615-21	Wall Cabinet, Glass Hinged Door (30"H) 36"	468.00	EA	936.00
	1	80-1615-02	Wall Cabinet, Glass Hinged Door (30"H) 24"	390.00	EA	390.00
	1	80-1283-01	Wall Front Filler Panel	47.00	EA	47.00
	30	FSC-HM04L0200	Molded Black Rubber Base	8.00	FT	240.00
Elevation 4-A5						
	38	FSC-HM04L0200	Molded Black Rubber Base	8.00	FT	304.00
	6	FSC-HM90L0400	Stainless Steel Corner Protector	6.00	EA	36.00
	1	80-1310-01	Base Front Filler Panel	43.00	EA	43.00
	1	80-1085-01	Base Cabinet, 1 Drawer 1 Door (LH) 18"	416.00	EA	416.00
	1	80-1080-01	Apron Assembly, 1 Drawer 36"	178.00	EA	178.00
	1	80-1284-13	Knee Space Enclosure Panel	92.00	EA	92.00
	1	80-1237-04	Base Cabinet, 6 Drawer 42"	928.00	EA	928.00

ITEM	QTY	CATALOG NO.	DESCRIPTION	PRICE	UNIT	EXTENSION
			Elevation 5-A6			
	1	80-1313-03	Center Table Filler Panel	68.00	EA	68.00
			Elevation 6-A6			
	1	80-1237-04	Base Cabinet, 6 Drawer 42"	928.00	EA	928.00
	1	80-1080-01	Apron Assembly, 1 Drawer 36"	178.00	EA	178.00
	1	80-1284-13	Knee Space Enclosure Panel	92.00	EA	92.00
	1	80-1085-11	Base Cabinet, 1 Drawer 1 Door (RH) 18"	416.00	EA	416.00
	1	80-1310-01	Base Front Filler Panel	43.00	EA	43.00
	1	PII	1" Thick, Flat, Black Epoxy Resin Counter Top w/4" Applied Backsplash	3,905.00	LT	3,905.00
Quotation Total						\$19,305.00
(This quotation covers only those materials as itemized above.)						
<p>Casework installation cost of \$10,740.00 not covered in prices shown above. Must be added if required. Installation offer does not include electrical or plumbing connection.</p>						

We are offering our standard flush front construction as described in our *PrimeAire Specification* as an alternate to the architectural specification required for this project. There will be minor differences between our PrimeAire line specification and the architectural specification. All of these minor differences are either equal to or greater than what is in the architectural specification. Our quotation may not list any or all deviations of our standard product from project specifications.

Your contact at Preiser Scientific, Inc. is **Steve Lette**

PRICE DOES NOT INCLUDE OFFLOADING

THIS PROPOSAL DOES NOT INCLUDE ANY STATE, LOCAL, EXCISE OR USE TAXES, ENGINEERING, INSTALLATION, TRAINING, PIPING, WIRING, CONDUIT, DRAIN LINES, DUCT WORK, BLOWERS OR BASE MOLDING, UNLESS NOTED OTHERWISE ABOVE.

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: PREISER SCIENTIFIC INC.

Signed: 

Date: FEBRUARY 17, 2009

Title: VICE PRESIDENT

*Check any combination of preference consideration(s) 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 §5A-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/admin/purchase/privacy/noticeConfidentiality.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: PREISER SCIENTIFIC INC.Authorized Signature:  VICE PRESIDENT Date: FEBRUARY 17, 2009