



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
EBA182

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

PROPERTY OF STATE

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**  
 Washington Professional Systems  
 11242 Grandview Ave.  
 Wheaton, MD 20902  
 Attn: Colin Smith

PROPERTY OF STATE

**EDUCATIONAL BROADCASTING AUTHORITY**  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/02/2008				

BID OPENING DATE: **11/20/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-99	126,664.-	126,664.-
<p>ADD IP AUDIO DISTRIBUTION AND (2) NEW CONSOLES</p> <p>Please see Page 9 for Package Discount Price</p> <p>REQUEST OF QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA EDUCATIONAL BROADCASTING, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE ADDITION OF IP AUDIO DISTRIBUTION TO AN EXISITING CONSOLE AND REPLACING TWO ADDITIONAL CONSOLES FOR LIVE MIXING PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION BY FAX AT 304-558-4115 OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/13/2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p>						

RECEIVED  
 08 NOV 19 AM 10:58  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	301-942-6800	11/18/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	52-1482558	

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."

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**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  
 Charleston, WV 25305-0130

# Request for Quotation

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EBA182

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Washington Professional Systems  
 11242 Quaker Lane Avenue  
 Bethesda, MD 20802-4832

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/02/2008				

BID OPENING DATE: 11/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE  <i>Washington Professional Systems</i>            COMPANY            .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-942-6800	11/18/08
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	52-1482558	

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



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  
**EBA182**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Washington Professional Systems  
 11242 Oakview Avenue  
 Washington, MD 20782-4012

SHIP TO

**EDUCATIONAL BROADCASTING  
 AUTHORITY**  
**600 CAPITOL STREET**  
  
**CHARLESTON, WV**  
**25301-1223 304-558-3400**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/02/2008				

BID OPENING DATE: **11/20/2008**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DATE						
REV. 11/96						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.						
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						
BUYER:		SHELLY MURRAY-FILE 31				
RFQ. NO.:		EBA182				
BID OPENING DATE:		NOVEMBER 20, 2008				
BID OPENING TIME:		1:30 PM				

SIGNATURE \_\_\_\_\_ SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE **President** TELEPHONE **301-942-6800** DATE **11/18/08**

FAX **52-1482558** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

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EBA182

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Washington Professional Systems  
 11242 Camino Arroyo Avenue  
 Houston, TX 77032-4882

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/02/2008				

BID OPENING DATE: 11/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
					301-946-3241	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
					Colin Smith	
***** THIS IS THE END OF RFQ EBA182 *****						TOTAL: \$126,664.-

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
TITLE		TELEPHONE	DATE		
President		301-942-6800	11/18/08		
FAX		ADDRESS CHANGES TO BE NOTED ABOVE			
52-148 2558					

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

**West Virginia Public Broadcasting is seeking quotes on expansion of an existing audio system. Mountain Stage, a production of public broadcasting is adding IP audio distribution to an existing console and replacing two additional consoles for live mixing. The additions and enhancements to the existing console and the new equipment specified must interface with the existing Yamaha M7CL console.**

**1. General description**

- 1.1. Expand existing Yamaha M7CL by adding MADI cards for 48 channel remote preamps (stage monitor console)
- 1.2. Provide one Yamaha PM5DRH or equivalent with MADI cards for 48 channel remote preamps (radio mix console)
- 1.3. Provide one Yamaha PM5D or equivalent with MADI cards for 48 channel remote preamps (house mix console)
- 1.4. Provide seven, 8 channel remotely controlled preamps
- 1.5. Provide two AES/EBU to Ethersound adapters
- 1.6. Provide one, 8 port IP switch
- 1.7. Provide a transport case for each Yamaha PM5D console; a total of two.
- 1.8. Provide rack case for the preamps, ethersound adapters, and IP switch

**2. Existing console**

- 2.1. The existing console is a Yamaha M7CL, therefore items in section two shall interface with the existing equipment.
  - 2.1.1. Vendor shall provide one Yamaha MY16-ES64 Ethersound interface card or equivalent
  - 2.1.2. Vendor shall provide two Yamaha MY16-EX expansion card or equivalent
  - 2.1.3. Vendor shall provide Ethernet CAT5e or higher connecting cables to interconnect cards
    - 2.1.3.1. Cables shall be Shielded Twisted Pair, with all pins connected
    - 2.1.3.2. A ferrite core shall be provided for each connector for EMI suppression

**3. Radio mix console**

- 3.1. Vendor shall provide one Yamaha PM5DRH digital audio mixing console or equivalent
  - 3.1.1. Vendor shall provide one Yamaha PW800W, or equivalent power supply for the Yamaha PM5DRH, or equivalent.
  - 3.1.2. Vendor shall supply one Yamaha PSL360, or equivalent power supply cable for the Yamaha PM5DRH, or equivalent.
  - 3.1.3. Vendor shall provide one Yamaha MY16-ES64 Ethersound interface card or equivalent
  - 3.1.4. Vendor shall provide two Yamaha MY16-EX expansion cards or equivalent

3.1.5. Vendor shall provide Ethernet CAT5e or higher connecting cables to interconnect cards

3.1.5.1. Cables shall be Shielded Twisted Pair, with all pins connected

3.1.5.2. A ferrite core shall be provided for each connector for EMI suppression

#### **4. House mix console**

4.1. Vendor shall provide one Yamaha PM5D digital audio mixing console or equivalent

4.1.1. Vendor shall provide one Yamaha PW800W, or equivalent power supply for the Yamaha PM5D, or equivalent

4.1.1.1. Vendor shall provide one Yamaha PSL120 or equivalent connecting cable

4.1.2. Vendor shall provide one Yamaha MY16-ES64 Ethersound interface card or equivalent

4.1.3. Vendor shall provide two Yamaha MY16-EX expansion card or equivalent

4.1.4. Vendor shall provide Ethernet CAT5e or higher connecting cables to interconnect cards

4.1.4.1. Cables shall be Shielded Twisted Pair, with all pins connected

4.1.4.2. A ferrite core shall be provided for each connector for EMI suppression

#### **5. Preamps/interface**

5.1. Vendor shall provide seven Yamaha AD8HR 8 channel remotely controllable preamplifiers or equivalent, for a total of 56 channels

5.2. Vendor shall provide two Yamaha NAI48-ES network audio interface or equivalent

5.3. Vendor shall provide all cables to interconnect the Yamaha AD8HR preamps to the Yamaha NAI48-ES interface

#### **6. Cases**

6.1. Vendor shall provide one transport case for the Yamaha PM5D

6.2. Vendor shall provide one transport case for the 7 Preamp units, 2 Interface units, and Ethernet switch

6.2.1. One rack unit shall be allowed for between each unit for ventilation for a total of 24 rack units

6.2.2. Preamp/interface case shall be shock absorbing (foam or springs) and have casters for transport

#### **7. Options**

7.1. Vendor is requested to provide a separately listed quote for a spare Yamaha PW800W power supply or equivalent

7.2. Vendor is requested to provide a separately listed quote for three 300 foot long tactical CAT5 interconnecting cables on reels

- 7.3. West Virginia Public Broadcasting may choose to purchase one, two or three additional Yamaha MY16-EX expansion cards or equivalent; vendor is requested to provide a separately listed quote on the Pricing Page.
- 7.4. Options shall not be included in the aggregate bid

**8. Shipping and Handling**

- 8.1. Vendor shall provide shipping and handling
- 8.2. Delivery shall be to:
- 8.3. West Virginia Public Broadcasting
- 8.4. ATTN: Dave McClanahan
- 8.5. 600 Capitol Street
- 8.6. Charleston, WV 25301
- 8.7. Contact # 304-556-4914



**EBA182 Pricing Page****Mixing Console expansion and new console purchase**

<b>Sec.</b>	<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
2.1.1	One	Yamaha MY 16-ES64 Ethersound interface card Or Equivalent	<u>\$ 1,164</u>	<u>\$ 1,164.-</u>
2.1.2	Two	Yamaha MY 16-EX expansion card Or Equivalent	<u>\$ 374.-</u>	<u>\$ 748.-</u>
2.1.3	Three	Ethernet CAT5e internet card connecting cables	<u>\$ 5.-</u>	<u>\$ 15.-</u>
3	One	Yamaha PM5DRH digital audio mixing console Or Equivalent	<u>\$ 60,300</u>	<u>\$ 60,300.-</u>
3.1.1	One	Yamaha PW800W power supply Or Equivalent	<u>\$ 2,259.-</u>	<u>\$ 2,259.-</u>
3.1.2	One	Yamaha PSL360 power supply cable Or Equivalent	<u>\$ 479</u>	<u>\$ 479.-</u>
3.1.3	One	Yamaha MY16-ES64 Ethersound interface card Or Equivalent	<u>\$ 1,164.-</u>	<u>\$ 1,164.-</u>
3.1.4	Two	Yamaha MY16-EX expansion cards Or Equivalent	<u>\$ 374.-</u>	<u>\$ 748.-</u>
3.1.5	Three	CAT5e internet card connecting cables	<u>\$ 5</u>	<u>\$ 15.-</u>
4.1	One	Yamaha PM5D digital audio mixing console Or Equivalent	<u>\$ 44,820</u>	<u>\$ 44,820.-</u>
4.1.1	One	Yamaha PW800W power supply Or Equivalent	<u>\$ 2,259.-</u>	<u>\$ 2,259.-</u>
4.1.1.1	One	Yamaha PSL120 power supply cable Or Equivalent	<u>\$ 415</u>	<u>\$ 415.-</u>
4.1.2	One	Yamaha MY16-ES64 Ethersound interface card Or Equivalent	<u>\$ 1,164.-</u>	<u>\$ 1,164.-</u>
4.1.3	Two	Yamaha MY16-EX expansion cards Or Equivalent	<u>\$ 374</u>	<u>\$ 478.-</u>

4.1.4	Three	CAT5e internet card connecting cables	\$ <u>5</u>	\$ <u>15.-</u>
5.1	Seven	Yamaha AD8HR 8 ch remote preamplifiers Or Equivalent	\$ <u>1654</u>	\$ <u>11,578.-</u>
5.2	Two	Yamaha NA148-ES network audio interfaces Or Equivalent	\$ <u>2,634</u>	\$ <u>5,268.-</u>
5.3	Seven	Interconnect cables Yamaha AD8HR preamps to Yamaha NA148-ES Or Equivalent	\$ <u>15</u>	\$ <u>105.-</u>
6.1	One	Transport Case for Yamaha PM5D	\$ <u>2,600</u>	\$ <u>2,600.-</u>
6.2	One	Transport Case for 7 Preamps, 2 Interface units and Ethernet switch	\$ <u>1,570</u>	\$ <u>1,570.-</u>

**TOTAL**

Package Discount

Total After Package Discount

\$ 137,164(10,500)\$ 126,664.-**OPTIONS (add alternates)**

7.1	One	Yamaha PW800W power supply Or Equivalent	\$ <u>2,259</u>	\$ <u>2,259.-</u>
7.2	Three	300 ft tactical CAT5 interconnecting cables on reels	\$ <u>850.-</u>	\$ <u>2,550.-</u>
7.3	One, Two, or Three	Yamaha MY16-EX expansion cards Or Equivalent	\$ <u>374</u>	\$ <u>374</u> or <u>748.-</u> or <u>1,122.-</u>

\*\*Please note - We are quoting cases made by R&R Cases. We can supply cases that meet the requirements in the bid but are less expensive and are made by Calzone Cases. If you would prefer Calzone cases we can discount the package price by \$750.00



RFQ No. EB4182

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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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:**

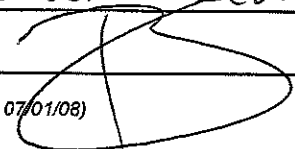
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://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 is in compliance with the requirements as stated.

Vendor's Name: Robert Levin

Authorized Signature:  Date: 11/18/08