



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
EBA191

PAGE
1

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

VENDOR

Mr. Frank Giliotti
 Communications Engineering, Inc.
 8500 Cinder Bed Road, Suite 100
 Newington, VA 22122

SHIP TO

EDUCATIONAL BROADCASTING AUTHORITY
600 CAPITOL STREET

CHARLESTON, WV
25301-1223 304-558-3400

DATE PRINTED 03/11/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/26/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		020-71	\$175,816.43	\$270,065.72
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS TO UPGRADE AND EXPAND THE DIGITAL VIDEO/AUDIO SERVER SYSTEM AT THE NETWORK OPERATIONS CENTER IN BECKLEY, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>EQUIPMENT, BROADCASTING</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

RECEIVED

2009 MAR 26 A 8:05

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Frank Giliotti</i>	TELEPHONE (703) 550-5800	DATE 3/24/09	
TITLE VP Technical Svcs.	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
EBA191

PAGE
2

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

Communications Engineering, Inc.
 8500 Cinder Bed Road, Suite 100
 Newington, VA 22122

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
03/11/2009				

BID OPENING DATE: 03/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: EBA191</p> <p>BID OPENING DATE: 03/26/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- (703) 550-5180 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Gillette</i>	TELEPHONE (703) 550-5800	DATE 3/24/09
TITLE VP Technical Svcs.	FEIN	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

RFQ NUMBER
EBA191

PAGE
3

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Communications Engineering, Inc.
 8500 Cinder Bed Road, Suite 100
 Newington, VA 22122

V
E
N
D
O
R

S
H
I
P
T
O

**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
03/11/2009				

BID OPENING DATE: **03/26/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Frank Giliotti -----						
***** THIS IS THE END OF RFQ EBA191 ***** TOTAL:						<u>\$270,065.72</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Giliotti</i>	TELEPHONE (703) 550-5800	DATE 3/24/09
TITLE VP Technical Svcs.	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

EBA191 Request for Quotations

Upgrade of broadcast Omneon brand High Definition / Standard Definition media server

West Virginia Educational Broadcasting Authority (WVEBA) is upgrading and expanding the presently operational Omneon brand digital video/audio server system at its Network Operations Center (NOC) in Beckley, WV. The purpose of the upgrade is to facilitate placement of additional streams of ingest High Definition and Standard Definition broadcast and nonbroadcast streams of video and audio information, so they may be distributed internally at the NOC, and externally through the WVPBS digital microwave system and ultimately broadcast throughout West Virginia via transmitters, cable systems and satellite providers. The upgrade will create redundancy of input and output channels that will maintain an uninterrupted flow of information without a total system shutdown.

Omneon server products are specialized systems primarily used for video ingest and play out in television broadcast operations. The core OMNEON server system at the WVEBA NOC is viable and the software directed components are only manufactured and supplied by Omneon. The upgrade components shall be operationally compatible and functional.

GENERAL SPECIFICATIONS REQUIREMENTS

- A performance bond shall be supplied equal to at least 100% of the contract price to ensure fulfillment of the vendor's obligations for this Grant Project which exceeds \$100,000. The performance bonds shall be issued by surety companies listed in the Department of Treasury Circular 570 (Approved Sureties) or have a similar State rating in the State (West Virginia) where the Grant Project is being completed.

The video server(s) system shall have the following features:

- Real-time Media I/O
- Server shall have the capability and components available for serial digital video input/output channels (SMPTE 259M, SMPTE 292M, SMPTE D10, ASI, and SDTI) including 8 embedded AES/EBU stereo audio channels per video channel with provision for expansion to 16.
- All input/output channels shall be hot swappable in order that channels can be added, replaced, or removed from the server system without the need for a system shutdown or re-boot.
- Server input/output channels shall be bi-directional when required.
- Input/Output control shall be via Ethernet and RS422 and be compatible with VDCP, BWV, & AVC protocols over RS-422.

- Server shall have the ability to record, store and playback multiple formats of media at the same time, including MPEG-2, DV, DVCPRO, ITU 601, HDCAM, etc.
- Server shall have the ability to record, store, and playback MXF files

Storage

- Server system shall connect to RAID protected storage via minimum of 4GB Fibre Channel arbitrated loop connections.
- Server storage shall provide fully RAID protected storage, with provisions for highly efficient storage utilization.
- Server storage shall be expandable to at least 94TB without the need for FC switches or hubs.
- Server storage shall have hot swappable disk drives, power supplies and fibre channel controllers.
- Server storage shall be configurable as a SAN without the use of external gateway devices.
- Server storage shall provide NAS functions to external applications and workstations through support for standard file system access protocols including SMP and AFP.
- Server storage shall utilize SBOD technology

Networking

- Server system shall include multiple Gigabit Ethernet connections for asynchronous file system access and file transfers.
- Server system shall support standard network protocols including FTP.
- Server system shall enable network based control via Gigabit Ethernet Connections

System Management & Operations

- Server shall have dual power supplies that are monitored by system management software and alarmed in the event of failure.

- Server shall not contain a system disk that could become a single point of failure for the server system.
- Server management system shall be a networked interface enabling remote access and control of all server components.
- Server management system should be independent of video server operations and should be able to shut down without disrupting video server functionality.
- Server shall integrate with the existing Omneon HD/SD players and recorders

SERVICE/SUPPORT

24 hour toll free technical support must be provided through vendor or manufacturer for a minimum of five years

WARRANTY

All items must be covered by a minimum one year parts and labor warranty

DELIVERY

Delivery shall be FOB destination.

Deliver to:

West Virginia Public Broadcasting
Attention: Jeremy Scott
124 Industrial Park Road
Beaver, WV 25813

INVOICING

Invoice to:

West Virginia Educational Broadcasting
Attention Steve Chapman
600 Capitol St.
Charleston, WV 25301

EBA191 Pricing Page

Qty.	Description	Unit Price	Amount
2	Media Director, Server Omneon MCP 2102B, or equal	\$ <u>39,924.38</u>	\$ <u>79,848.75</u>
1	Spectrum Manager with LCD Display and keyboard, Omneon NSM2003, or equal	\$ <u>6,420.00</u>	\$ <u>6,420.00</u>
1	MediaPort, SD MPEG-2 Long GOP/I-Frame/IMX 4 Channel Rec/Play MIP-5222 or equal	\$ <u>25,639.88</u>	\$ <u>25,639.88</u>
1	MediaPort, SD MPEG-2 Long GOP/I-Frame/IMX 2 Channel Rec/Play MIP-5221 or equal	\$ <u>14,404.88</u>	\$ <u>14,404.88</u>
1	MediaPort, HD/SD MPEG-2 Long GOP/I-Frame/IMX 2 channel Rec/Play MIP-5321 or equal	\$ <u>20,022.38</u>	\$ <u>20,022.38</u>
2	MediaPort Rack Mounting Tray Omneon MRT 2001, or equal	\$ <u>168.53</u>	\$ <u>337.05</u>
1	MediaPort Upgrade, MIP-4001 to MIP-4101 Omneon MIP401UPGR or equal	\$ <u>3,210.00</u>	\$ <u>3,210.00</u>
1	Spectrum MediaPort, HD-SD Mpeg I-Frame/Long GOP, 2 Channel Play Only, HD-SD out Up/Down Conversion, MIP-4102 or equal	\$ <u>30,454.88</u>	\$ <u>30,454.88</u>
2	MediaStore, Disk Drive, sixteen 300 Gbyte Drives (6+1+1) MSS-4272C or equal	\$ <u>36,273.00</u>	\$ <u>72,546.00</u>

4	Fiber Channel Cable Kit, LC to LC Optical Fiber Cable 3 meters with 2 LC SPF's Omneon FCA 315-OF, or equal	\$ <u>288.90</u>	\$ <u>1,155.60</u>
4	Fiber Channel Cable Kit, LC to LC Optical Fiber Cable 1 meter with 2 LC SPF's Omneon FCA 115-OF, or equal	\$ <u>288.90</u>	\$ <u>1,155.60</u>
2	First day on-site technical support visit, includes travel and expenses	\$ <u>1,968.75</u>	\$ <u>3,937.50</u>
2	Local on-site technical support visit, includes travel and expenses	\$ <u>1,181.25</u>	\$ <u>2,362.50</u>
1	Extended file license for the MCP2101 Omneon MCP2101 or equal	\$ <u>6,420.00</u>	\$ <u>6,420.00</u>
1	Disk Drive, 300 GByte Omneon SP-0080-001 or equal	\$ <u>2,150.70</u>	\$ <u>2,150.70</u>
<u>TOTAL</u>			\$ <u>270,065.72</u>
	Optional 5 year technical support		\$46,935.50

State of West Virginia
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: Communications Engineering, Inc Signed: Frank Kishner

Date: 3/24/09 Title: VP Technical Services

*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: Communications Engineering, Inc.

Authorized Signature: Joseph K. Miller

Date: 3/24/09