



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
GSD096404

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

***709033620 540-366-3493**
LEE HARTMAN & SONS INC
3236 COVE ROAD NORTH WEST
ROANOKE VA 24017
Larry Cox

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
BUILDING 1
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305 304-558-3517

| | | | | |
|-----------------------------------|--------------------------------|------------------------------|----------------------|-----------------------------|
| DATE PRINTED 07/16/2008 | TERMS OF SALE <i>Net 30</i> | SHIP VIA <i>Delivered</i> | F.O.B <i>Dest</i> | FREIGHT TERMS <i>PPD</i> |
|-----------------------------------|--------------------------------|------------------------------|----------------------|-----------------------------|

BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|-------------------|
| 0001 | 1 | LS | | 205-43 | | <i>\$4,848.00</i> |
| <p>POLYCOM HDX 8004 XL VIDEO CONF. SYSTEM, OR EQUAL</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH POLYCOM (OR EQUAL) VIDEO CONFERENCING EQUIPMENT INCLUDING DELIVERY, TECHNICAL SUPPORT/MAINTENENCE, AND INSTALLATION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY JULY 24, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE</p> | | | | | | |

RECEIVED
08 AUG -5 AM 11:43
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Larry Cox* TELEPHONE **304-720-2031** DATE **8-4-2008**

TITLE *Area Manager* FEIN **540716361** ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
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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 \$125.00 registration fee.
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8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
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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 Covered 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 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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| 07/16/2008 | net 30 | Delivered | Dest | PP0 |

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| <p>INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MAINTENANCE WILL BE ADDED BY CHANGE ORDER TO THE SUCCESSFUL VENDOR'S CONTRACT UPON THE INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY.</p> <p>FOR MAINTENANCE: EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY 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 THREE (3) ONE (1) YEAR PERIODS.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Danny J. Cox</i> | TELEPHONE 304-720-2031 | DATE 8-4-2008 |
| TITLE Area Manager | FEIN 540716361 | ADDRESS CHANGES TO BE NOTED ABOVE |

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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.
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| <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Larry Coy</i> | TELEPHONE <i>304-720-2031</i> | DATE <i>8-4-2008</i> |
| TITLE <i>Area Manager</i> | FEIN <i>540716361</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--|----------------------------------|-----------------------------------|
| SIGNATURE <i>Rammy T. [Signature]</i> | TELEPHONE <i>304-720-2031</i> | DATE <i>8-4-2008</i> |
| TITLE <i>Assoc Manager</i> | FEIN <i>540716361</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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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
GSD096404

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

*709033620 540-366-3493
LEE HARTMAN & SONS INC
3236 COVE ROAD NORTH WEST

ROANOKE VA 24017
Larry Cox

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517**

| | | | | |
|-----------------------------------|--------------------------------|------------------------------|-----------------------|-----------------------------|
| DATE PRINTED 07/16/2008 | TERMS OF SALE <i>Net 30</i> | SHIP VIA <i>Delivered</i> | F.O.B. <i>Dest</i> | FREIGHT TERMS <i>PPD</i> |
|-----------------------------------|--------------------------------|------------------------------|-----------------------|-----------------------------|

BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>75% OF THE EMPLOYEES OR BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p style="text-align: right;"><i>Lee Hartman & Sons, Inc</i></p> <p>BIDDER: <i>Larry T. Cox</i></p> | | | | | | |

| | | | |
|---|----------------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Larry T. Cox</i> | TELEPHONE <i>304-720-2031</i> | DATE <i>8-4-2008</i> | |
| TITLE <i>Area Manager</i> | FEIN <i>540716361</i> | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

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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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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 Department of Administration
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| <p>DATE: <i>8-4-2008</i></p> <p>SIGNED: <i>Larry Cox</i></p> <p>TITLE: <i>Area Manager</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: KRISTA FERRELL-FILE 21</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|----------------------------------|-----------------------------------|
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| TITLE <i>Area Manager</i> | FERN <i>540716361</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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REQUEST FOR QUOTATIONS #GSD096404
PURCHASE OF POLYCOM VIDEO CONFERENCING SYSTEM, OR EQUAL

Location: West Virginia Department of Administration
General Services Division
1900 Kanawha Boulevard East
Building One, Room MB60
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Building One, Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:
Krista Ferrell, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, West Virginia 25305-0130
Fax: (304) 558-4115
krista.s.ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for the purchase of one (1) Polycom Dual 50-Inch/HDX 8004 XL Wall-Mount Custom Solution video conferencing system, or its specific equal. This Request for Quotations includes solicitation for bids for the base unit with accessories; a one-year maintenance agreement, with three (3) one-year renewal options; shipping, delivery and installation.

Successful bidder will be given sixty (60) calendar days from the written notice-to-proceed to provide and install the listed components. The General Services Division will be responsible for installing all vendor-provided mounting hardware into the existing structure, and for providing the necessary electrical and cable connections. The vendor will provide a single point of contact to assist in readying the site for system installation. The vendor will then be responsible for mounting, installing and connecting all provided components, including complete testing of equipment.

The vendor must provide operational training for the equipment for a group of staff members, provided on the site of the installation within the listed sixty (60) calendar days from the notice-to-proceed. User guides and instruction manuals must be included.

Any services contracted for prior to receipt of the signed purchase order and notice-to-proceed letter shall be at the Bidder's risk.

Technical Specifications

Furnish One (1) Polycom Order #CP-5558D2 Dual 50-inch/HDX 8004 XL Wall-Mount Custom Solution with one (1) Tabletop Microphone Array, or its specific equal. Video conferencing system to include: Two (2) 50-inch plasma displays with side-mount speaker systems, display cables and custom wall-mount hardware; One (1) HDX Tabletop Microphone Array; One (1) English remote control; and One (1) Eagle Eye High-Definition Camera.

Furnish One (1) Polycom Order #2215-23327-001 HDX Mica Microphone array, or equal, including one (1) microphone array compatible with HDX Series, and one (1) 25ft. cable.

Provide for a Polycom Order #CP5558D2-PP "Premier Plus Maintenance" service for HDX 8004 XL series, or equal, for One (1) Year, including on-site labor, next-day parts, software updates, and telephone support. Maintenance service package will be enacted, by change order, beginning upon installation date (as verified by General Services at the time that all components are installed and tested as operational). Vendor shall provide cost of the initial year, plus costs for the subsequent three years to allow for renewals of the maintenance service.

Provide shipping, delivery and installation at Agency location in Charleston, WV. This shall be bid as a lump-sum cost, to include all associated costs for insuring the equipment is provided, installed and operational and that Agency personnel are trained on its use (travel, mileage, materials, training, etc.).

Successful vendor must be certified by Polycom as a "certified reseller" for the listed products. Bidders bidding an "Or Equal" brand must be certified resellers of their respective brand.

The model/brand/specifications named herein establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor. Vendors who are bidding alternates should so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid. The State reserves the right to waive minor irregularities in bids or specifications in accordance with Section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

Cost

See attached Cost Sheet

COST SHEET

| Description | Cost |
|--|---------------------|
| Polycom HDX 8004 XL Wall-Mount Custom Solution, or equal, including all components and accessories. | \$ 32,450.00 |
| | |
| Premier Plus Maintenance (or equal): One Year, with 3 Subsequent Renewals | |
| Year 1 CP-5558 02-88-1 One Year | \$ 4679.00 |
| Year 2 CP-5558 02-88-2 Two Year (Instead of Above) | \$ 8422.00 |
| Year 3 CP-5558 02-88-3 Three Year (Instead of Above) | \$ 11,230.00 |
| Year 4 CP-5558 02-88-4 Four Year (Instead of Above) | \$ 14,411.00 |
| | |
| Shipping, Handling & Installation (including all associated costs) | \$ 1625.00 |
| | |
| includes item 1 Polycom HDX8004XL (system) 4 Year Premier Plus Installation | |
| TOTAL COST: | \$ 48,486.00 |

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RFQ No. 650096464STATE 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 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: Lee Hartman + Sons, INCAuthorized Signature: [Signature] Date: 8-4-2008

