



July, 1, 2009

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



Attn: Jo Ann Adkins

Dear Jo Ann

Thank you for allowing Exide the opportunity to Bid for the West Virginia State Agency's battery business. Please allow the following document to be West Virginia State Agency's most current Exide proposal.

**Pricing Structure:**

- Pricing is calculated off Exide's June 1, 2009 Blue Distributor price
- 42% Channel Discount
- 5% Volume Discount
- 5% Hot Lick Discount ( 9 dedicated part #'s)

**Trailer Load Discount:**

- 5% Discount for any single order of 300 or more batteries delivered to a single location

**Terms:**

- 2% 15<sup>th</sup> PROX, net 45 days

**Core Deposits:**

- Exide will charge \$10 00 per unit value and credit \$10 00 per unit value

**Warranty:**

- Full free replacement and Pro Rata based on Exide's current blue distributor price sheet

**Brand:**

- Exide

**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, the State may deem this contract null and void, and terminate such contract 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

**Delivery:**

- Exide will deliver on a weekly or bi-weekly basis depending on your requirements and proximity to our location

**Rotation:**

- Rotation of product at 180 days

Thank you for allowing me the opportunity to present you with this proposal.

John Pambianco  
District Sales Manager  
Exide Technologies  
Cell: 724-554-8998  
Email: john.pambianco@exide.com

BID SHEET FOR AUTOMOTIVE / EQUIPMENT LEAD ACID BATTERIES

DISCOUNT 42-5

%

ITEM #	EST. QTY.	MINIMUM SPECIFICATIONS				ACTUAL PRODUCT BIDDED AND SPECIFICATIONS				NET PRICE	EXTENDED PRICE	
		BCI GRP. SIZE #	COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS	BRAND NAME	PART NUMBER	COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS			PERIOD OF WARR. MONTHS
1	30	22NF	267	55	12	Exide 22NF - 6 Exide		390	70	*6	\$38.72	\$1,161.60
2	100	U1	295	40	12	Exide GT - X Exide		300	*94	*6	\$25.83	\$2,583.00
3	150	58	550	80	60	Exide 58 - 60 Exide		*540	80	60	\$39.28	\$5,892.00
4	160	75	690	90	60	Exide 75 - 60P Exide		690	100	60	\$52.12	\$8,339.20
5	80	64	535	100	80	Exide 64 - 60 Exide		575	110	60	\$51.44	\$4,115.20
6	1000	34/78	690	100	60	Exide 78DT - 60P Exide		850	120	60	\$53.30	\$53,300.00
7	50	4D	900	250	24	Exide COM 4D - P Exide		1000	320	24	\$102.61	\$5,130.50
8	150	8D	1000	320	24	Exide COM 8D - P Exide		1155	400	24	\$111.84	\$16,776.00
9	50	17TF	510	130	24	Exide P - 17 TF Exide		530	140	24	\$138.58	\$6,929.00

\* Does not meet minimum specifications for CCA& Reserve minutes  
See attached BCI Specifications & Ratings sheet

ALL NET PRICES ARE CALCULATED WITH A CORE EXCHANGE IN ACCORDANCE WITH BLUE SHEET VALUE

BID SHEET FOR AUTOMOTIVE / EQUIPMENT LEAD ACID BATTERIES

DISCOUNT 42-5 %

ITEM #	EST. QTY.	BCI GRP. SIZE #	MINIMUM SPECIFICATIONS			ACTUAL PRODUCT BIDDED AND SPECIFICATIONS			NET PRICE	EXTENDED PRICE	
			COLD CRANK AT 0 F AMPS	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS	BRAND NAME	PART NUMBER	MANUFACTURER ORIGIN			COLD CRANK AT 0 F AMPS
10	400	31	650	140	24	Exide Com - 31 D Exide	660	160	24	\$54.89	\$21,956.00
11	170	30H	525	100	24	Exide Com - 30 H Exide	700	180	24	\$69.81	\$11,867.70
12	40	4DLT	840	240	24	Exide F - 4DLT Exide	*820	250	24	\$92.72	\$3,708.80

FINAL EXTENDED GRAND TOTAL OF ALL 12 BID ITEMS: \$ 141,759.00

NOTE: ALL BATTERIES BID IN THIS CONTRACT MUST CONFORM TO THE SPECIFICATIONS SECTION

VENDOR NAME	Exide Technologies	PHONE	304-345-5616
CONTACT PERSON	John Pambianco (Please print)	FAX	304-344-4328
CONTACT PERSON	<i>John Pambianco</i> (Signature)	EMAIL	John.Pambianco@exide.com
		DATE	July 1, 2009

\* Does not meet minimum specifications for CCA & Reserve minutes  
See attached BCI Specifications & Rating Sheet

ALL NET PRICES ARE CALCULATED WITH A CORE EXCHANGE IN ACCORDANCE WITH BLUE SHEET VALUE

# BCI GROUP NUMBERS, DIMENSIONAL SPECIFICATIONS AND RATINGS

BCI Group Number	Maximum Overall Dimensions						Post/Terminal	Assembly Figure No.	O.E. Performance Ranges	
	Millimeters			Inches					Cold Cranking Performance Amps. @ 0° F (-18° C)	Reserve Capacity Minutes @ 80° F (27° C)
	L	W	H	L	W	H				
<b>PASSENGER CAR AND LIGHT COMMERCIAL BATTERIES 6-VOLT (3 CELLS)</b>										
1	232	181	238	9 1/8	7 1/8	9 3/8	A	2	400-545	105-165
2	264	181	238	10 3/8	7 1/8	9 3/8	A	2	475-650	135-230
2E	492	105	232	19 3/8	4 1/8	9 1/8	A	5	485	140
2N	254	141	227	10	5 9/16	8 15/16	A	1	450	135
17HFⓄ	187	175	229	7 3/8	6 15/16	9	A	2B	—	—
19L	216	178	191	8 1/2	7	7 1/2	A	2	370	110
<b>HEAVY-DUTY COMMERCIAL BATTERIES 12-VOLT (6 CELLS)</b>										
4DⓄ	527	222	250	20 3/4	8 3/4	9 13/16	A, B, A2	8	490-1125	225-325
6D	527	254	260	20 3/4	10	10 1/4	A, L	8	750	310
8DⓄ	527	283	250	20 3/4	11 1/8	9 13/16	A, A2, B, B1	8	850-1250	235-465
28	261	173	240	10 1/4	6 13/16	9 7/16	T	18	400-535	80-135
29H	334	171	232	13 1/8	6 11/16	9 1/8	A	10	525-840	145
30H	343	173	235	13 1/2	6 13/16	9 1/4	A	10	380-685	120-150
31A	330	173	240	13	6 13/16	9 7/16	A, M, M1	18	455-950	100-200
31T	330	173	240	13	6 13/16	9 7/16	T, M, M1	18	455-950	100-200
<b>HEAVY-DUTY COMMERCIAL BATTERIES 6-VOLT (3 CELLS)</b>										
3	298	181	238	11 3/4	7 1/8	9 3/8	A	2	525-660	210-230
4	334	181	238	13 1/8	7 1/8	9 3/8	A	2	550-975	240-420
5D	349	181	238	13 3/4	7 1/8	9 3/8	A	2	720-820	310-380
7D	413	181	238	16 1/4	7 1/8	9 3/8	A	2	680-875	370-426
<b>SPECIAL TRACTOR BATTERIES 6-VOLT (3 CELLS)</b>										
3EH	491	111	249	19 5/16	4 3/8	9 13/16	A	5	740-850	220-340
4EH	491	127	249	19 5/16	5	9 13/16	A	5	850	340-420
<b>SPECIAL TRACTOR BATTERIES 12-VOLT (6 CELLS)</b>										
3EE	491	111	225	19 5/16	4 3/8	8 7/8	A	9	260-360	85-105
3ET	491	111	249	19 5/16	4 3/8	9 13/16	A	9	355-425	130-135
4DLT	508	208	202	20	8 3/16	7 15/16	A	16L	650-820	200-290
12T	179	177	202	7 1/16	6 15/16	7 15/16	A, L	10	460	160
16TF	421	181	283	16 9/16	7 1/8	11 1/8	A	10F	600	240
17TF	433	177	202	17 1/16	6 15/16	7 15/16	A	11L	510	145
<b>GENERAL-UTILITY BATTERIES 12-VOLT (6 CELLS)</b>										
U1	197	132	186	7 3/4	5 3/16	7 5/16	X	10	120-375	23-40
U1R	197	132	186	7 3/4	5 3/16	7 5/16	X	11	220-280	25-37
U2	160	132	181	6 5/16	5 3/16	7 1/8	A3, X	10	120	17
<b>ELECTRIC GOLF CAR/UTILITY BATTERIES 6-VOLT (3 CELLS)</b>										
GC2	264	183	290	10 3/8	7 3/16	11 7/16	WNT, UT, LT	2	Ⓞ	—
GC2H	264	183	295	10 3/8	7 3/16	11 5/8	WNT, UT, LT	2	Ⓞ	—
<b>ELECTRIC GOLF CAR/UTILITY BATTERIES 8-VOLT (4 CELLS)</b>										
GC8	264	183	290	10 3/8	7 3/16	11 7/16	WNT	31	Ⓞ	—

ITEM # 12

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- Ⓞ Rod End Types – Extend top ledge with holes for holddown bolts.
- Ⓞ Not in application section but still manufactured.
- Ⓞ Ratings for batteries recommended for Motor Coach and Bus service are for double insulation. When double insulation is used in other types, deduct 15% from the rating values for Cold Cranking Performance.
- Ⓞ Capacity tested in minutes at 75 amperes to 1.75 volts per cell at 80° F (27° C).

# BCI GROUP NUMBERS, DIMENSIONAL SPECIFICATIONS AND RATINGS

BCI Group Number	Maximum Overall Dimensions						Post/Terminal	Assembly Figure No.	O.E Performance Ranges	
	Millimeters			Inches					Cold Cranking Performance Amps. @ 0° F (-18° C)	Reserve Capacity Minutes @ 80° F (27° C)
	L	W	H	L	W	H				
<b>PASSENGER CAR AND LIGHT COMMERCIAL BATTERIES 12-VOLT (6 CELLS)</b>										
21	208	173	222	8 3/16	6 13/16	8 3/4	A,A2	10	310-400	50-70
21R	208	173	222	8 3/16	6 13/16	8 3/4	A,A2	11	310-500	50-70
22F	241	175	211	9 1/2	6 15/16	8 5/16	A	11F	220-425	45-90
22HF	241	175	229	9 1/2	6 15/16	9	A	11F	400	69
22NF	240	140	227	9 7/16	5 1/2	8 15/16	A,A2	11F	210-325	50-60
22R	229	175	211	9	6 15/16	8 5/16	A	11	290-350	45-90
24	260	173	225	10 1/4	6 13/16	8 7/8	A,A2	10	165-625	50-95
24F	273	173	229	10 3/4	6 13/16	9	A,A2	11F	250-700	50-95
24H	260	173	238	10 1/4	6 13/16	9 3/8	A	10	305-365	70-95
24R	260	173	229	10 1/4	6 13/16	9	A	11	440-475	70-95
24T	260	173	248	10 1/4	6 13/16	9 3/4	A	10	370-385	110
25	230	175	225	9 1/16	6 15/16	8 7/8	A,A2	10	310-490	50-90
26	208	173	197	8 3/16	6 13/16	7 3/4	A,A2	10	310-440	50-80
26R	208	173	197	8 3/16	6 13/16	7 3/4	A	11	405-525	60-80
27	306	173	225	12 1/16	6 13/16	8 7/8	A,A2	10	270-810	102-140
27F	318	173	227	12 1/2	6 13/16	8 15/16	A,A2	11F	360-660	95-140
27H	298	173	235	11 3/4	6 13/16	9 1/4	A	10	440	125
27R	306	173	225	12 1/16	6 13/16	8 7/8	A	11	270-700	102-140
29NF	330	140	227	13	5 1/2	8 15/16	A	11F	330-350	95
33	338	173	238	13 5/16	6 13/16	9 3/8	A	11F	1050	165
34	260	173	200	10 1/4	6 13/16	7 7/8	A	10	375-770	100-115
34R	260	173	200	10 1/4	6 13/16	7 7/8	A	11	675	110
35	230	175	225	9 1/16	6 15/16	8 7/8	A,A2	11	310-500	80-110
36R	263	183	206	10 3/8	7 3/16	8 1/8	A	19	650	130
40R	278	175	175	11	6 15/16	6 15/16	A,A1	15	590-600	110-120
41	293	175	175	11 9/16	6 15/16	6 15/16	A,A1	15	235-650	65-95
42	242	175	175	9 9/16	6 15/16	6 15/16	A,A1	15	260-495	65-95
43	334	175	205	13 1/8	6 15/16	8 1/16	A,A1	15	375	115
45	240	140	227	9 7/16	5 1/2	8 15/16	A,A2	10F	250-470	60-80
46	273	173	229	10 3/4	6 13/16	9	A,A1	10F	350-450	75-95
47	242	175	190	9 9/16	6 15/16	7 1/2	A,A1, F	24	370-550	75-85
48	278	175	190	11	6 15/16	7 1/2	A,A1,A2	24	450-695	85-95
49	353	175	190	13 15/16	6 15/16	7 1/2	A,A1,A2	24	600-900	140-150
50	343	127	254	13 1/2	5	10	A	10	400-600	85-100
51	238	129	223	9 3/8	5 1/16	8 3/4	A,A2	10	405-435	70
51R	238	129	223	9 3/8	5 1/16	8 3/4	A,A2	11	405-435	70
52	186	147	210	7 5/16	5 13/16	8 1/4	A	10	405	70
53	330	119	210	13	4 11/16	8 1/4	A	14	280	40
54	186	154	212	7 5/16	6 1/16	8 3/8	A	19	305-330	60
55	218	154	212	8 9/16	6 1/16	8 3/8	A	19	370-450	75
56	254	154	212	10	6 1/16	8 3/8	A	19	450-505	90
57	205	183	177	8 1/16	7 3/16	6 15/16	A	22	310	60
58	255	183	177	10 1/16	7 3/16	6 15/16	A	26	380-540	75
58R	255	183	177	10 1/16	7 3/16	6 15/16	A	19	540-580	75

ITEM # 3

# Certification

AEBATT09

By submitting a signed bid for AEBATT09 (automotive batteries) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Exide Technologies  
Vendor (Type Name of Company)

1412 Bigley Avenue, Charleston WV 25302  
Address

John Pambianco  
Name (Type Name)

DSM  
Title

*John Pambianco*  
Signature

7-1-09  
Date

Note: No contract shall be awarded prior to receipt of this certification.



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:

NA 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,

NA 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,

NA 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:

NA 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:

NA 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:

NA 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:

NA 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:

NA 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: John Lambiance
EXIDE Technologies

Signed: John Lambiance

Date: 7-1-09

Title: DSM

\*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: EXIDE TechnologiesAuthorized Signature: John PenningtonDate: 7-1-09