



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
EBA188

PAGE
1

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

VENDOR

**Digital Video Group Inc.**  
**Attention: James Deigan**  
**14100 Sullyfield Circle, Suite 250**  
**Chantilly, VA 20151**

SHIP TO

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

DATE PRINTED 01/29/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/12/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		020-71		
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR TWO (2) DVC PRO HIGH DEFINITION MASTER BROADCAST AND STUDIO VTRS THAT CAN PRODUCE AND TRANSMIT OVER TWO (2) HOURS OF CONTENT FOR THE NETWORK OPERATIONS CENTER IN BECKLEY, WV ACCORDING TO 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 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 703-956-6981	DATE 2-11-09	
TITLE Sales Manager	FEIN 81-0606512	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."

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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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EBA188

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
01/29/2009				

BID OPENING DATE: **02/12/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.: EBA188  BID OPENING DATE: 02/12/2009  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	703-956-6981	2-11-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## **EBA188 Request for Quotations**

West Virginia Educational Broadcasting is seeking to purchase two (2) DVCPRO High Definition Master broadcast and studio VTRs that can produce and transmit over 2 hours of content for the Network Operations Center in Beckley, WV.

The Network Operations Center records studio, non-linear edited, satellite and microwave fed programming. There is an extensive library of pre-recorded DVCPRO 25 and DVCPRO 50 taped programming. These machines shall be capable of playing back any of this prerecorded content.

The specifications are listed below. The units shall be Panasonic AJ-HD 1800 or equivalent. If bidding an equivalent, vendor must provide manufacturer, model number and specifications with their bid.

This equipment purchase is partially funded by the Corporation for Public Broadcasting Digital Distribution Fund, and vendors are bound by all terms in the grant agreement as they pertain to vendors.

### **I. Specifications**

#### **Television and Studio Broadcast High Definition Videotape Recorder**

- Multi-format HD recording and playback – shall play back all DVCPRO HD sources
- Shall play back DVCPRO50, DVCPRO prerecorded tapes
- Shall be capable of recording of 126 minutes of programming content on an XL DVCPRO HD Cassette
- Shall have a standard video bit rate of 100 Mbps with 4:2:2 image sampling
- Shall be able to interface with nonlinear editors to produce two hours of HD content
- Shall have a IEEE 1394 digital interface to facilitate HD or SD DVCPRO compression data transfer without quality loss to a PC-based non-linear editing system
- Shall contain a built-in HD cross-converter to easily convert between 1080i and 720p HD formats
- Shall have built-in Up/Down conversion to allow output of HD data from SD sources, or SD data from HD sources
- HD and SD content shall be output simultaneously
- Shall have a built-in aspect ratio conversion function

- Shall be able to record and play back eight channels of 16-bit digital audio AES/EBU or four channels of analog audio
- For independent audio input/output and editing of all eight channels, HD-SDI shall be employed
- Shall contain a front panel built in 3.5 inch LCD color monitor with approximately 210,000 pixels
- Shall be capable of a 32x Shuttle and Jog in forward or reverse (with HD-LP tape)
- Noiseless slow playback shall be standard from -1x to 2x normal speed with HD-LP tape
- PCM/CUE audio monitoring shall be capable at slow playback, -1x to 2x normal speed
- Shall be equipped with UMID/VANC metadata function
- Shall have a built-in Time Code Generator/Reader
- Shall have a built-in input signal switch to select either the IEEE 1394 or HD-SDI interface
- Power cord (3P) shall be supplied

**NOTE:** "B" Stock items will be considered if in "like new" condition and carry same warranty as new stock. "B" stock is to be noted on quotation page.

## **II. The following specifications shall be met or exceeded**

### **General**

Power Supply: AC (100-240) V  $\pm$ 10%, 50/60 Hz

Power Consumption: 125W

Operating Temperature: 5°C to 40°C (41 °F to 104 °F)

Operating Humidity: 10% to 80% (non dew)

Weight: Approx. 20 kilograms (44.1 lbs)

Dimensions (WxHxD): 424 x 175.2 x 417 mm (16-3/4" x 6-15/16" x 16-7/16")

Recording Format: DVCPRO HD-LP

Recording Video Signal: 1080i/59.94Hz and 1080i/50Hz switchable

720p/59.94Hz, 720p/50Hz, and

720p/60Hz (VariCam) switchable

480i/59.94Hz and 576i/50Hz switchable

Recording Audio Signal: 48 kHz, 16 bit, 8 CH

Recording Track: Digital Video: helical track

Digital Audio: helical track

TC: Subcode area

Cue: 1 longitudinal track

CTL: 1 longitudinal track

Tape Speed: 67.64mm/s (59.97Hz mode),

67.70mm/s (60Hz/50Hz mode)  
Rec/Play Time: Max. 126 minutes with AJ-HP126EX  
Tape: 1/4" metal particle  
FF/REW Time: Approx. 1.5 minutes with AJ-HP126EX  
Search Speed:  $\pm 100x$   
Editing Accuracy:  $\pm 0$  frame (TC)  
Tape Timer Accuracy:  $\pm 1$  frame (continuous CTL)  
Servo Lock Time: Within 0.3 sec (standby ON)  
Loading/Unloading Time: Approx. 4 sec (M, L cassette), Approx. 6 sec (XL cassette)

### **Video**

Sampling Frequency: Y: 74.176 MHz, PB/PR: 37.088 MHz (1080/59.94i, 720/59.94p)  
Y: 74.25 MHz, PB/PR: 37.125 MHz (1080/60i, 720/60p)  
Quantization: 8 bits  
Error Correction: Reed Solomonn Product Code  
Compression Method: DV-Based Compression (SMPTE370M/317M)  
Compression Ratio: 1/6.7  
Bit Rate: 100 Mbps

### **Digital Audio**

Sampling Frequency: 48kHz  
Quantization: 16 bits  
Frequency Response: 20Hz to 20kHz,  $\pm 1.0$ dB (reference level)  
Dynamic Range: More than 90dB (1kHz, emphasis off)  
Distortion: within 0.05% (1kHz, emphasis off, reference level)  
Cross Talk: Less than  $-80$ dB (1kHz, between any 2ch)  
Wow & Flutter: Below measurable limit  
Headroom: 20/18/12 dB switchable

### **Cue Audio**

Frequency Response: 300Hz to 6kHz ( $\pm 3$ dB)

### **Video Input**

HD SDI: BNC x 1 (SMPTE 292M/296M/299M), BNC x 1 (active through)  
SD SDI: BNC x 1 (SMPTE 259M-C/272M-A, ITU-R BT.656-4)  
BNC x 1 (active through)  
Reference: Black burst or HD tri-level sync switchable  
BNC x 2 (loop-through), 75 $\Omega$  On/Off,

### **Video Output**

HD SDI: BNC x 3 (SMPTE 292M/296M/299M),  
BNC x 1 (monitor output with superimpose)  
SD SDI: BNC x 1 (SMPTE 259M-C/272M-A, ITU-R BT.656-4),  
BNC x 1 (monitor output with superimpose)  
Analog Composite: BNC x 3 (SD playback or down-convert),  
VIDEO1, VIDEO2, VIDEO3 (superimpose on/off)

### **Audio Input**

Analog: XLR x 4 (CH1/2/3/4), +4/0/-3/-20 dBu switchable,  
 600 $\Omega$ /high-impedance switchable  
 AES/EBU Digital: BNC x 4 (CH1/2, CH3/4, CH5/6, CH7/8)  
 HD SDI: BNC x 1 (SMPTE 292M/296M/299M), BNC x 1 (active through)  
 SD SDI: BNC x 1 (SMPTE 259M-C/272M-A, ITU-R BT.656-4)  
 BNC x 1 (active through)  
 Cue: XLR x 1, +4/0/-3/-20 dBu, -60 dBu switchable,  
 600 $\Omega$ /high-impedance switchable

### Audio Output

Analog: XLR x 4 (CH1/2/3/4), +4/0/-3/-20 dBu switchable,  
 Low-impedance  
 AES/EBU Digital: BNC x 4 (CH1/2, CH3/4, CH5/6, CH7/8)  
 Cue: XLR x 1, Low-impedance, +4/0/-3/-20 dBu switchable  
 HD SDI: BNC x 4 (SMPTE 292M/296M/299M)  
 SD SDI: BNC x 2 (SMPTE 259M-C/272M-A, ITU-R BT.656-4)  
 Monitor: XLR x 2 (L/R), Low-impedance, +4/0/-3/-20 dBu switchable  
 Phones: M6, variable level control, 8 $\Omega$

### Video Output Adjustment Range

#### •Component style (HD SDI, SD SDI and Composite Out)

Y Output Gain: -  $\square$  to + 3 dB  
 PB Output Gain: -  $\square$  to + 3 dB  
 PR Output Gain: -  $\square$  to + 3 dB  
 Y Black Level:  $\pm 10\%$

#### •Composite style (HD SDI, SD SDI and Composite Out)

Video Output Gain: -  $\square$  to + 6 dB  
 Chroma Output Gain: -  $\square$  to + 3 dB  
 Chroma Phase:  $\pm 30^\circ$  (In 50Hz/25Hz, adjustable only SD SDI/composite SD playback.)  
 Y Black Level:  $\pm 10\%$

#### •System Phase

HD SDI Out:  
 1080\_59.94, 60i  $\pm 1H$  ( $\pm 2200$  sample/13.5 ns step)  
 1080\_50i  $\pm 1H$  ( $\pm 2640$  sample/13.5 ns step)  
 1080\_23.98, 24psf  $\pm 1H$  ( $\pm 2750$  sample/13.5 ns step)  
 720\_59.94, 60p  $\pm 1H$  ( $\pm 1650$  sample/13.5 ns step)  
 720\_50p  $\pm 1H$  ( $\pm 1980$  sample/13.5 ns step)  
 SD SDI Out: NTSC:  $\pm 1H$  ( $\pm 1716$  sample/37 ns step)  
 PAL:  $\pm 1H$  ( $\pm 1728$  sample/37 ns step)  
 Composite Out: NTSC:  $\pm 1H$  ( $\pm 1716$  sample/37 ns step)  
 PAL:  $\pm 1H$  ( $\pm 1728$  sample/37 ns step)  
 Composite Out SC: more than  $\pm 180^\circ$

### Audio Output Adjustment Range

Level: -  $\square$  to + 12 dB

#### Other Input/Output

IEEE 1394 IN/OUT: 6-pin x 1, 400/200/100 Mbps switchable

IEEE1394-1995, IEC61883-Part1/Part2 and  
AV/C Command Set standard  
TC IN: XLR x 1, 0.5 to 8.0 Vp-p, 10 k $\Omega$   
TC OUT: XLR x 1, Low-impedance, 2.0Vp-p  $\pm$ 0.5Vp-p  
RS-422A IN: D-sub 9 pin RS-422A I/F  
RS-422A OUT: D-sub 9 pin RS-422A I/F  
RS-232C: D-sub 25 pin RS-232C I/F  
Parallel IN/OUT: D-sub 50 pin  
Encoder Remote: D-sub 15 pin

### **III. Service/Support**

- Successful bidder shall provide one complete set of operating and service manuals at no charge
- 24 hour toll free technical support shall be provided through vendor or manufacturer

### **IV. Warranty**

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

### **V. Optional Add-on Purchase**

Two (2) Panasonic 19" Rackmount Systems or equal. Rackmount must be 19".

### **VI. Shipping**

Delivery shall be FOB destination

Deliver to:

WV Public Broadcasting  
Attention: Mike Fizer  
124 Industrial Park Drive,  
Beaver, WV, 25813

### **VII. Invoicing**

Send invoice to:

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



## EBA188 QUOTATION PAGE

Quantity	Description	Unit Price	Amount
2	DVCPRO HD Broadcast Studio VTR (Unit price must include the cost of O&M Manuals, 24 Hour Technical Support, Warranty, Freight, and Power Cord, etc.)  Or Equal Model Number: _____	\$ <u>43,860.00</u>	\$ <u>87,720.00</u>
2	19" Rackmount Systems for DVCPRO HD VTR	\$ <u>236.00</u>	\$ <u>472.00</u>
	TOTAL		\$ <u>88,192.00</u>

## Optional

Quantity	Description	Unit Price	Amount
2	"B" stock DVCPRO HD Broadcast Studio VTR (Unit price must include the cost of O&M Manuals, 24 Hour Technical Support, Warranty, Freight, and Power Cord, etc.)  Or Equal Model Number: _____	\$ _____	\$ _____
2	19" Rackmount Systems for DVCPRO HD VTR	\$ _____	\$ _____
	TOTAL		\$ _____

VENDOR: Digital Video Group, Inc.

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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*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: Digital Video Group Inc.  
Authorized Signature: [Signature] Date: 2/11/09