



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
DJS010278

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

PURCHASER

*B02115044 203-264-4949
MORSE WATCHMANS INC
2 MORSE ROAD

OXFORD CT 06478

SHIP TO

DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED 09/01/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		425-50		
<p>KEYS MANAGEMENT SYSTEM</p> <p>OPEN-END CONTRACT TO PROVIDE A KEYS MANAGEMENT SYSTEM FOR THE SECURITY KEYS AT THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES' FACILITIES, PER THE SPECIFICATIONS.</p> <p>DELIVERY: DELIVERY MUST BE INCLUDED IN THE BID PRICE - SEE ATTACHED LIST FOR FACILITY LOCATIONS. PRICE SHALL INCLUDE ANY FACILITY FOR ANY OTHER GOVERNMENT AGENCY WITHIN THE STATE OF WEST VIRGINIA.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

RECEIVED
 2009 SEP 14 A 10:09
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kimberly K. Rebelo</i>	TELEPHONE 203.264.4949 x533	DATE 9/11/09
TITLE Account Executive	FEIN 06-1087096	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, 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."

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
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 MORSE WATCHMANS INC
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 OXFORD CT 06478

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2009				

BID OPENING DATE: 09/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 TWO (2) ONE (1) YEAR PERIODS.</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>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Kimberly A. Rebelo	TELEPHONE	203-264-4949 x533	DATE	9/11/09
TITLE	Acct. Executive	FEIN	06-1087096	ADDRESS CHANGES TO BE NOTED ABOVE	

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DIVISION OF JUVENILE SERVICES

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2009				

BID OPENING DATE: **09/16/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)		
RFQ. NO.:				DJS010278		
BID OPENING DATE:				9/16/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				203-264-8367		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Kimberly A. Rebelo		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kimberly A. Rebelo</i>	TELEPHONE 203-264-4949x533	DATE 9/11/09
TITLE Account Executive	FAX 06-1087096	ADDRESS CHANGES TO BE NOTED ABOVE

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Specifications for Bid Key Management System Specifications DJS010278

The product bid must meet the following minimum specifications:

Hardware:

Must have a cabinet that can handle and store up to 96 sets of Keys.

Dimensions- Cabinet can be of any size to accommodate Keys, but cannot protrude or overhang from the wall in excess of 12" inches when closed.

Must provide a Control Box with a minimum of 16 character display with an alpha numeric key pad and a backlite for nighttime use.

Cabinet must be constructed of heavy gauge steel the minimum to be 15 gauge for the cabinet and 12 gauge for the cabinet door.

Cabinet must have an alarm to prevent unauthorized use.

Must have electric lock that will only open if User has access to the keys that have been requested.

A configuration must be available to accommodate Folger Adams Keys.

Individual Key (Ring) is electronically locked in its location and can only be released if the User has access to the Key or Keys requested.

System must contain a monitored battery backup for 48 hours and a Lithium backup battery after long term power loss.

Must come equipped with a minimum of two (2) serial ports to allow for printing or Biometric Reader and communication with the computer running the software.

System must have the capability to be upgraded with additional options.

Key Rings must be available in different colors and be attached to a stainless steel ring. Key Rings must be reusable.

Vendor will be responsible for Installation and Initial Setup.

Software:

Must have the ability to track all of the Key movements by Time, Date and User Code.

Track Key (Ring) removal by name and or number.

Must have capability to be programmed to release Keys within a specified day or days of the week to users within a certain time frame.

Will provide an alarm for Overdue Keys, Illegal Removals, Door Left Open, Illegal Entry and Invalid Keys.

Minimum capability to handle 300 User Codes.

Must come equipped with Emergency Release function for Authorized Users.

Must have Multiple-Key access that allows the User to have out more than one (1) key at any given time.

Be able to store a minimum of 150 groups. Each group can be programmed with up to 100 Keys and can be setup to release either the next available Key or all the Keys in the group.

Must be compatible with Windows 2000 or above.

Must have the capacity to store a minimum of 3000 transactions.

Must have the capability of generating an Audit Report by Key, User, Events, Alarms and Dates

Must have the capability of sending Priority E-mail alerts specified alarms, key removals and key returns.

System must be equipped with a feature that will automatically download and back up all transactions.

All operational and training manuals will be turned over to the West Virginia Division of Juvenile Services staff.

Warranty:

Full two (2) year standard warranty on all Hardware and Software.

Vendor will provide Technical Support as needed for the initial installation of the Software and Hardware at no charge.

KEY MANAGEMENT SYSTEM

DJS010278

Item #	Description	Estimated Initial Order	Unit Price	Extended price	Future unit price for One (1) each
1	CABINET FOR KEY MANAGEMENT SYSTEM	6	\$9,171.25	\$55,027.50	\$9,171.25
2	KEY RINGS / HOLDERS FOR KEY MANAGEMENT CABINET	350	\$3.37	\$1,179.50	\$3.37
3	EXPANSION UNITS TO ADD ADDITIONAL CABINET SPACE	2	\$5,925. ⁰⁰	\$11,850. ⁰⁰	\$5,925. ⁰⁰
4	SOFTWARE PACKAGE TO CONTROL KEY MANAGEMENT SYSTEM	6	Included in Line item #1	Included in Line item #1	Included in Line item #1
5					
6					
7					
8					
9					
10					
TOTAL BID PRICE				\$68,057. ⁰⁰	

* Please see attached letter for clarifications *



2 Morse Road
Oxford, CT 06478 USA
Tel: 203.264.4949
Fax: 203.264.8367
www.morsewatchman.com
morse@morsewatchman.com

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

RFQ Number – DJS010278

CLARIFICATIONS:

Reference: Page 6 – Specifications for Bid DJS010278

Hardware:

Morse Watchman, Inc. will provide each site with unlimited telephone technical support for the installation and initial setup of systems.

We will also provide to each location unlimited lifetime telephone technical support during our normal business hours of 8:00 – 5:30 EST.

WV DIVISION OF JUVENILE SERVICES1200 Quarrier Street, 2nd Floor

Charleston, WV 25301

304/558-9800

304/558-6032 fax

WV Industrial Home for Youth 7 Industrial Boulevard Industrial, WV 26375 Joe Merendino, Superintendent	304/782-2371 304/627-2150 fax	Maximum Sec. Corr (Harrison/Doddridge)
Davis Center Blackwater Falls Road Davis, WV 26260 Stephanie Bond, Superintendent	304/259-5241 304/259-4851 fax	Minimum Sec. Corr. (Tucker)
Donald R. Kuhn Juvenile Dx & Detention Center One Lory Place Julian, WV 25529 Mike Hale, Superintendent	304/369-2976 304/369-2991 fax	Dx. / Detention (Boone)
Lorrie Yeager Jr. Juvenile Center 907 Mission Drive, Parkersburg, WV 26101 David Jones, Director	304/420-4860 304/420-4861 fax	Detention (Wood)
Sam Perdue Juvenile Center 843 Shelter Road Princeton, WV 24740 Dan Egnor, Director	304/425-9721 304/487-5543 fax	Detention (Mercer)
Tiger Morton Juvenile Center 60 Manfred Holland Way Dunbar, WV 25064 Marshall Berger, Director	304/766-2616 304/766-2687 fax	Detention (Kanawha)
Vicki V. Douglas Juvenile Center 900 Emmett Rousch Drive Martinsburg, WV 25401 Stacy Rauer-Racey, Director	304/267-0164 <u>304-267-0168</u> fax	Detention (Berkley/Jefferson)
J.M. "Chick" Buckbee Juvenile Center One Jerry Lane Augusta, WV 26704 Barbara Spaid, Director	304/496-1341 304/496-1475 fax	Detention (Hampshire Co.)
Gene Spadaro Juvenile Center 106 Martin Drive Mt. Hope, WV 25880 Ralph Terry, Director	304/877-6890 304/877-6929 fax	Staff Secure (Fayette Co.)
Robert L. Shell Juvenile Center 2 O'Hanlon Place Barboursville, WV 25504 John Marchio, Director	304/733-0871 304-733-6827 fax	Staff Secure (Cabell Co.)

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: Kimberly A Rebelo-Morsewatchman Signed: Kimberly A. Rebelo
 Date: 9/11/09 Title: Account Executive

*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: Moese Watchman, Inc.Authorized Signature: Kimberly A. RebeloDate: 9/11/09.