



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
DNR70165

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2006				

BID OPENING DATE: 05/31/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DEPARTMENT OF NATURAL RESOURCES FOR THE INSTALLATION OF A TELEPHONE SYSTEM IN THE CHIEF LOGAN STATE PARK LODGE.						
ATTACHMENTS:						
1. SPECIFICATIONS						
2. AFFIDAVIT						
0001	1	LT		725-57		
TELEPHONE SYSTEM - INSTALLED IN CHIEF LOGAN LODGE						
QUESTIONS / INQUIRY:						
QUESTIONS REGARDING THE SPECIFICATIONS WILL BE ACCEPTED THROUGH MAY 18, 2006, 12:00 NOON						
QUESTIONS SHALL BE DIRECTED TO:						
MR. STEPHEN DEBARR, P.E.						
DNR - PARKS & RECREATION						
(304) 558-2775						
OR						
JOHN ABBOTT, SENIOR BUYER						
IN WRITING TO JABBOTT@WVADMIN.GOV						
(304) 558-2544						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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 is automatically null and void, and is 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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 cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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<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>() 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>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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<p>REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 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</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----BETTY FRANCISCO-----</p> <p>RFQ. NO.:-----DNR70165-----</p> <p>BID OPENING DATE:-----MAY 31, 2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR70165 ***** TOTAL:						

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CHIEF LOGAN STATE PARK TELEPHONE SYSTEM SPECIFICATIONS

This Request for Quotations (RFQ) is being released by the West Virginia Division of Natural Resources (DNR) for a new telephone system at the Earl Ray Tomblin Convention Center at Chief Logan State Park in Logan, West Virginia.

The system will initially be configured with ten (10) incoming CO lines. Four (4) of the lines will be designated as incoming lines and will be programmed as direct line appearances on the console at the front desk.. Five (5) of the lines will used as outgoing lines for lodge guests and Convention Center personnel. The tenth line is an incoming line for reservations and will be programmed as a direct line appearance on the console and one other telephone set in the Convention Center office. The system shall be expandable to sixteen (16) incoming CO lines with the addition of line cards to the existing cabinet.

The system will initially be configured with sixteen (16) administrative digital telephone sets and seventy-five (75) single-line analog room telephone sets. Fifteen (15) of the administrative telephones shall have a minimum of ten (10) programmable buttons and shall have two-way speaker phone capability for all internal or external calls. These 15 stations shall have a message waiting light and shall have fixed feature buttons for hold, transfer/conference and redial. The telephone sets shall have increased programmable buttons to accommodate any of these features that do not have fixed buttons for them.

One (1) of the administrative telephones shall be the console to be located at the front desk. The console shall have a direct appearance of the four (4) incoming lines and the reservations line. The console shall include a wireless headset that will allow the front desk personnel to talk on the telephone while moving about the front desk area. The console shall interface with the seventy-five (75) room phones in the following manner. The single-line room phones shall have a message waiting light. This light shall have the ability to be activated by the console whenever the front desk has a message for the occupants of that room. The room phones shall have the ability for the cleaning personnel to enter a code when the room is clean and available to be rented again so that the front desk can enter that room number and can tell whether or not the room has been cleaned. The system shall activate an "alarm" or signal to the console if a room phone has been unplugged from the jack. The console shall have the ability to restrict, on a per room basis, the outbound calling of each room. This restriction may apply to toll calling, all calls outside the lodge, room-to-room calls, or all outbound calling. The ability to dial "911" shall never be restricted under any circumstance. The room phones shall allow the occupant of a room to activate a "Do Not Disturb" feature that will block calls from any extension or room phone on the system except the console. The system shall allow the console to send "Wake Up" calls to any requesting room phone , either by recorded message or music.

All telephone cabling is in place and the successful vendor to this RFQ will not need to do any wiring. All wiring shall be the responsibility of the successful vendor and shall be included in any system warranty and post-warranty maintenance agreements.

The system shall include a Voice Processing system that includes an Automated Attendant and voice mail boxes for all room and administrative extensions. The Automated Attendant shall be programmable to answer all incoming calls or answer calls after a pre-determined number of rings (minimum of 3 rings, maximum of 8). The Automated Attendant shall allow callers to enter an extension (administrative or room) and be routed to that extension. The voice mail shall answer calls to extensions on a "Busy" or "No Answer" basis and allow callers to leave a message on that extension's mail box. The system shall allow Chief Logan employees to change their greetings and retrieve messages from any touch tone telephone. The system shall allow room guests to retrieve their messages from their room phone. The voice mail system shall be equipped with a minimum of 4 ports and 60 hours of storage and be expandable to a minimum of 8 ports and 120 hours of storage.

The system shall be equipped with a Call Accounting system that allows all calls to be printed out at the front desk of the lodge on a "real-time" basis. The call detail shall also be stored in such a manner as to allow the front desk personnel to print out all calls made from a specific room at check-out time. Current rate table information will be provided by the State to the successful vendor on an annual basis with up to eight (8) separate rate schedules for up to five (5) separate carriers for a five-year life of the system. Call Detail shall include, at a minimum, the date and time that the call was made, the room that the call was made from, the number called, and the charge for the call. The call detail shall be printed and stored on a call connection basis and not a call attempted basis. The Call Accounting system shall cover all extensions and shall be accessible from the console.

The systems shall also include an Uninterruptible Power Supply (UPS) that will allow the system to run at full capacity for a minimum of 8 hours in the event of a power outage. The system shall also include lightning/surge protection. The system shall include automatic voltage regulation, transfer time of four (4) MS or less, circuit breaker(s) that can be reset, and spill-proof, maintenance free and easily replaceable battery. Any damage to the system or any of its components shall be covered under the system warranty and any post-warranty maintenance agreement.

Due to the nature of the services provided by the West Virginia State Parks to the general public and paying customers, special provisions related to maintenance will be required for the system. The safety of employees and overnight guests in the lodge cannot be compromised with prolonged outages of the telephone system. Maintenance coverage of 24 hours per day, 7 days per week is a mandatory requirement. Response times to be bid are as follows:

Severe System Outage (20% or more of the system is down) – Vendor shall respond with a call back within 30 minutes of notification from Chief Logan; qualified

technician on-site at Chief Logan within 120 minutes from notification of trouble; and, system operable within 180 minutes from notification. Minor System Outage – Vendor shall respond with a call back within 60 minutes of notification from Chief Logan; qualified technician on-site at Chief Logan within 180 minutes from notification of trouble; and, system operable within 240 minutes from notification.

Vendors shall include, as part of their proposal, a detailed explanation of their service, including, at a minimum, the physical location of dispatch and estimated response time. All service to equipment and replacement parts shall be supplied by the successful vendor. Those service items shall not be subcontracted under the terms of this contract without the express written consent of the Chief Logan State Park Superintendent.

System Administration shall be accomplished by the System Administrator(s) utilizing a network connection from either an on-site or remote location. System training shall consist of training of appropriate state personnel on the usage of the telephone sets, the console, the voice processing system and the Call Accounting, as well as System Administrator training for the designated Administrator(s).

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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 owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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 are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____