



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  
 DRS090622

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING  
 INSTITUTE, WV  
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008				

BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS FOR ONE SKID STEER LOADER WITH ATTACHMENTS AND THREE UTILITY VEHICLES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/13/2009 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p>						
0001	1	LS		070-48-50-001		
VEHICLES, UTILITY						
<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>						

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 \$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  
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BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: DRS090622</p> <p>BID OPENING DATE: 01/29/2009</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ DRS090622 ***** TOTAL: _____						

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**REQUEST FOR QUOTATION  
DRS090622**

**I. PURPOSE**

To provide three (3) Utility Vehicles and one (1) Skid Steer Loader to the WV Division of Rehabilitation Services, Rehabilitation Complex, Institute, WV.

**II. DELIVERY**

Machines must be completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be provided to the agency upon delivery.

The machines shall be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation. The Skid Steer Loader is not required to have the trencher, backhoe, or pallet fork attached to the machine at time of delivery.

Machines shall be delivered within 45 days of receipt of order. Vendor should indicate expected delivery time on their bid.

**III. OPERATION AND SERVICE MANUALS**

Successful vendor shall provide all available Operation and Service Manuals, Booklets, and Pamphlets for Operator Procedures and Preventive Maintenance for the machines provided.

**IV. WARRANTY**

All machines shall have a minimum one year full parts and labor warranty. The successful vendor must have available labor and materials to repair or replace any defective parts, components and materials found to be defective during the term of the warranty period.

**V. SPECIFICATIONS OF QUOTED UNITS/BASIS OF AWARD**

The machines furnished shall be of the latest improved model in current production as offered to commercial trade. All machines shall be new.

Vendor shall provide all pertinent manufacturer literature for any alternate bid. Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluators should be provided with the bid. Vendors should complete the attached list of equipment, providing the manufacturer, model number, estimated delivery, and confirmation of attached literature and return with their bid. The State reserves the right to waive minor deviations from the RFQ specifications if found to be in the best interest of the State to do so.

Award shall be made to the lowest bidder meeting specifications. The State reserves the right to make multiple awards if found to be in the best interest of the State.

**VI. SKID STEER LOADER SPECIFICATIONS (qty 1) (ITEM 1)  
and ATTACHMENTS (qty 1 each)**

1. Caterpillar 216B Series 2 Skid Steer Loader, or equal
2. Must include and meet the following minimum Electrical specifications:
  - a) 12 volt Electrical System
  - b) 65 ampere Alternator
  - c) Ignition Key Start/Stop Switch
  - d) Lights: Gauge Backlighting, Two Rear Tail Lights, Two Adjustable Front and Rear Halogen Lights, Dome Light
3. Must include and meet the following minimum Operator Environment specifications:
  - a) Gauges: Fuel Level, Hour Meter
  - b) Operator Warning System Indicators: Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Parking Brake Engaged
  - c) Vinyl Seat
  - d) Control Interlock System, when operator leaves seat or armrest raised Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages
  - e) ROPS Cab, Open, Tilt Up
  - f) FOPS, Level 1
  - g) Top and Rear Windows
  - h) Deluxe Headliner
  - i) Floor Mat
  - j) Interior Rear View Mirror
  - k) 12 volt Electric Socket

- l) Horn
- m) Pull Down Ergonomic Contoured Armrest

4. Must include and meet the following minimum Power Train specifications:

- a) Cat C2.2 Interim Tier 4 Compliant Diesel Engine
- b) Air Cleaner, Dual Element, Radial Seal
- c) SOSSM Sampling Valves, Engine Oil and Hydraulic Oil
- d) Filters: Spin on, Hydraulic
- e) Filter: Bayonet-type, Fuel and Water Separator
- f) Tilt Up Radiator/Hydraulic Oil Cooler
- g) Standard Muffler
- h) Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- i) Hydrostatic Transmission
- j) Four Wheel Chain Drive

5. Must include and meet the following minimum Other specifications:

- a) Engine Enclosure, Lockable
- b) Extended Life Antifreeze, -36 degree C (-33 degree F)
- c) Machine Tie Down Points (4)
- d) Support, Lift Arm
- e) Hydraulic Oil Level Sight Gauge
- f) Radiator Coolant Level Sight Gauge
- g) Radiator, Expansion Bottle
- h) Cat ToughGuard Hose, or equal
- i) Auxiliary, Hydraulics, Continuous Flow
- j) Heavy Duty, Flat Faced Quick Disconnects
- k) Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- l) Electrical Outlet, Beacon, or equal
- m) Belly Pan Cleanout
- n) Quick Coupler, Mechanical
- o) Seat Belt, 2"
- p) Enclosed ROPS (C2): C1 plus Heater, Cab Door, Side Windows, Cab Debris Barrier
- q) Control Package 2: Proportional Auxiliary Hydraulics Basic

6. Must include and meet the following minimum Optional Equipment specifications:

- a) Engine Block Heater, 120V
- b) Backup Alarm

7. Trencher- Must include and meet the following minimum specifications:

- a) Model T9B, Part # 241-4253 Standard, or equal
- b) Minimum 8" Trench Width

- c) Direct Drive standard flow auxiliary hydraulics
- d) Hard-faced medium carbon alloy steel cupped teeth
- e) Formed skid shoe

8. Backhoe – Must include and meet the following minimum specifications:

- a) Model BH150, Part # 253-1482, or equal
- b) In-cab operation allows operator to dig, excavate, side-shift, and reposition the machine and backhoe without leaving the seat

9. Pallet Fork Carriage – Must include and meet the following minimum specifications:

- a) Model 149-1411, or equal
- b) Maximum 42" fork tine length
- c) Minimum 4" fork tine width
- d) Notched, rail-type carriage allows fork tines to be changed and locked into place
- e) Heavy Duty Load Backrest must not obscure ability to see fork tips

## **VII. UTILITY VEHICLE SPECIFICATIONS (qty 3) (ITEM 2)**

**Must include and meet the following specifications:**

- 1. Bobcat 2100 4x2, or equal
- 2. Minimum 13hp Gas, Air Cooled Engine
- 3. Minimum 800 lb bed load capacity
- 4. Minimum 1,200 lb total vehicle rated capacity
- 5. Maximum 19 mph travel speed
- 6. Minimum 48" Flat Bed
- 7. Standard Emissions
- 8. Standard Road Light Package – to include tail lights, brake lights and horn
- 9. Full Cab Enclosure – to include Seat Belt Kit, Cab Mounting Kit, Fan/Defogger, Safety Glass Windshield with Wiper, locking doors, canopy, and sliding side windows



10. Road Tires with Black Rims
11. 2" Rear Receiver Hitch
  
12. Parking Brake

**COST SHEET  
DRS090622**

Item	Qty	Description	Unit Price	Extended Price
1	1	Skid Steer Loader	\$ _____	\$ _____
	1	Trencher	\$ _____	\$ _____
	1	Back Hoe	\$ _____	\$ _____
	1	Pallett Fork Carriage	\$ _____	\$ _____
2	3	Utility Vehicle	\$ _____	\$ _____

The above items' Unit Prices shall be inclusive of first year warranty per Section IV of the specifications.

GRAND TOTAL \$ \_\_\_\_\_

Unit Pricing shall be all-inclusive. No separate reimbursement will be made to the vendor for shipping or any other expense. Shipping shall be FOB Destination.

**Bidders should complete and return with their bid:**

**Skid Steer Loader:**

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Literature Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Estimated Delivery: \_\_\_\_\_

**Trencher:**

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Literature Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Estimated Delivery: \_\_\_\_\_

**Back Hoe:**

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Literature Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Estimated Delivery: \_\_\_\_\_

**Pallet Fork Carriage:**

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Literature Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Estimated Delivery: \_\_\_\_\_

**Utility Vehicle:**

Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_  
Literature Attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
Estimated Delivery: \_\_\_\_\_

# 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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_