



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
ABCA20

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2009				

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		035-47		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR AN ALCOHOL DRIVING SIMULATOR PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA 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 09/09/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING AND IN ANY FORMAT.</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>						

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, 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
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ABCA20

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PURCHASING

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2009				

BID OPENING DATE: 09/24/2009 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p> <p>RFQ. NO.: ABCA20</p> <p>BID OPENING DATE: 09/24/2009</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
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
ABCA20

PAGE
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2009				

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ ABCA20 ***** TOTAL: _____						

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'

Request for Quotation

West Virginia Alcohol Beverage Control Administration

Alcohol Driving Simulator

Requisition Number: ABCA20

1.0 Scope and Classification:

- 1.1 Scope: The specifications are intended to cover all requirements for the design, purchase, training and installation of a driving simulator.
- 1.2 Scope of work: The simulator package will involve the building of the simulator, development of custom DUI scenarios, installation of software, and the installation of the simulator in trailer provided by the WV ABCA.

2.0 Specifications:

- 2.1 Successful bidder, hereafter "Installer" shall deliver a complete driving simulator with all software, provide related lesson plans, instructional materials, installation, labor, supervision, insurance, and planning necessary to provide the following:
 - 2.1.1 A driving simulator that will mimic the operation of a vehicle equipped with automatic transmission and that will allow for the manipulation of handling to mimic weather, road conditions, and driving at different levels of intoxication.
 - 2.1.2 Driver Compartment:
 - 2.1.2.1 The driving compartment will provide an adjustable driver's seat with seatbelt.
 - 2.1.2.2 The driving compartment will provide a steering column with a shifter, hazard light button, headlight knob, ignition and turn signals.
 - 2.1.2.3 The driving compartment will provide a dashboard with an instrument panel containing a speedometer, fuel gauge, temperature and oil gauge.
 - 2.1.2.4 The driving compartment will provide a front windshield monitor that will allow for input of visual driving conditions controlled by the provided software.
 - 2.1.2.5 The driving compartment will provide a right and left side window (the window will be installed at a slightly forward angle) that will allow for input of visual driving conditions controlled by the provided software.

2.1.2.6 The driving compartment will provide an accelerator pedal, brake pedal and emergency brake that simulate the operation of a real vehicle.

2.1.2.7 The driving compartment will be mounted on shock casters to allow for easy movement of the system.

2.1.3 Sound System:

2.1.3.1 The simulator will be equipped with speakers that will create surround sound.

2.1.3.2 The simulator sounds will mimic vehicle operation sounds heard within the cab of an actual vehicle.

- a) Engine sounds
- b) Transmission sounds
- c) Acceleration sounds
- d) Braking sounds

2.1.3.3 The simulator will mimic exterior road noises heard within the cab of an actual vehicle.

- a) Road surface (gravel, blacktop and dirt)
- b) Potholes
- c) Railroad tracks
- d) Speed bumps and curb contact

2.1.3.4 The Simulator will mimic exterior noises heard within the cab of an actual vehicle.

- a) Collisions
- b) Weather (wind, rain, thunder and ice)
- c) Emergency vehicle sirens
- d) Passing vehicles
- e) Car horns

2.1.4 Simulator Vehicle Control Programming:

2.1.4.1 The simulator will be equipped with a device that will cause the steering wheel to shake and vibrate mimicking the feel and the operation of an actual vehicle involved in the following situations.

- a) Collision
- b) Road surfaces
- c) Snow and ice
- d) Braking
- e) Skidding
- f) Rough roads and bumps

2.1.4.2 The simulator steering and braking will be controlled

by the programming software to allow for the following:

- a) Adjustment of reaction time to mimic the effects of higher BAC.
- b) Adjustment of reaction time to mimic the effects of adverse weather conditions.

2.1.5 Simulator Software:

- 2.1.5.1 The simulator software will allow the instructor to control the BAC level input which will affect the handling of the simulator controls.
- 2.1.5.2 The simulator software will allow the instructor to control the weather conditions experienced by the driver.
- 2.1.5.3 The simulator software will allow the instructor to change the lighting condition from daytime, nighttime, fog, rain or snow.
- 2.1.5.4 The simulator software will allow the instructor to control the driving terrain from mountainous to flat.
- 2.1.5.5 The simulator software will allow the instructor to control the driving environment from urban to rural.
- 2.1.5.6 The simulator software will be customized to reflect interstates, highways and streets found throughout West Virginia within the various DUI scenarios.
- 2.1.5.7 The simulator software will be programmed to allow for playback of a driving session upon completion of said session.
- 2.1.5.8 The simulator software will be designed to allow for future changes to programming by the manufacture at the request of the WV ABCA.
- 2.1.5.9 The simulator software will allow for upgrades and the additions of other simulator software, such as; emergency vehicle driver training if the agency desires to add this or like programs at a later date.

2.1.6 Instructor's Control Console:

- 2.1.6.1 The simulator will have an instructor's control console that will allow the instructor to enter scenarios and control external parameters, such as; weather, lighting conditions and BAC levels.
- 2.1.6.2 The simulator's instructor's control console will allow an instructor to convey radio dispatches to the driver.

- 2.1.6.3 The simulator's instructor's control console will allow the instructor to view the vehicles operation while the scenarios are in progress.
- 2.1.7 Shipping of Simulator:
 - 2.1.7.1 The Installer will be responsible for shipping of the simulator to the WV ABCA.
 - 2.1.7.2 The simulator shall be shipped to the following location:
WVABCA
500 River Road
Hub Industrial Park
Nitro, WV 25143
 - 2.1.7.3 It shall be the responsibility of the Installer to ensure that the simulator arrives at said location with no defects, damages and is in perfect working order.
- 2.1.8 Training and Instruction:
 - 2.1.8.1 The Installer will provide sixteen (16) hours of training and Instructions to a maximum of 10 employees.
 - 2.1.8.2 The WV ABCA will provide the Installer with a list of the designated personnel to be trained prior to said training;
 - 2.1.8.3 The installer will provide the training in Charleston, WV at a location provided by the WV ABCA.
- 2.1.9 Warranty:
 - 2.1.9.1 The installer will provide a 1 year warranty on the simulator.
 - 2.1.9.2 The Installer's warranty shall cover any and all repair(s) of the simulator and replacement(s) of any and all defective parts.
 - 2.1.9.3 The Installer will be responsible for any costs associated with repairs, such as; travel costs and shipping costs.
 - 2.1.9.4 The Installer will be responsible for making any and all software or hardware upgrades.
 - 2.1.9.5 The Installer will provide for over the phone technical support.
- 2.1.10 Extended Warranty:
 - 2.1.10.1 The Installer will submit a pricing for an additional extended warranty.
 - 2.1.10.2 The extended warranty will be broken down into a yearly fee for the duration of 2 years of extended coverage.
 - 2.1.10.3 The extended warranty will provide for the repair of the simulator and any and all costs associated with such repairs, such

as; travel costs and shipping costs.

2.1.10.4 The extended warranty will include making any and all software or hardware upgrades.

2.1.10.5 The extended warranty will provide for over the phone technical support.

3.0 Acceptance and Testing Requirements:

3.1 The Installer shall meet the following stipulations prior to delivery of and payment for the simulator:

3.1.1.1 The Installer shall be a registered vendor with the State of West Virginia.

3.1.1.2 The Installer shall demonstrate that all simulator components, hardware, software and scenarios are in operational order.

3.1.1.3 The Installer will remain available to work through and troubleshoot any and all problems with the simulator and related simulator components, hardware, software and scenarios.

4.0 Delivery:

4.1 The Installer shall deliver the simulator and all related components, hardware, software and scenarios in no more than thirty (30) days upon award.

5.0 Billing:

5.1 The Installer shall divide the billing into separate categories, such as; simulator station, scenario software, customized software, instructor's control console, extended warranty and handling to accommodate for the WV ABCA's reimbursement from grant sources.

West Virginia Alcohol Beverage Control Administration
Alcohol Driving Simulator
ABCA20 Bid Schedule

Please list the pricing for all components of the simulator listed below:

Quantity	Description	Total Cost
1	Driver Simulator Station	\$
1	Surround Sound System	\$
1	Driver's compartment with instruments and dashboard	\$
1	Simulator Software	\$
1	Custom Simulator Software	\$
1	Instructor's Control Console	\$
1	Shipping and Handling	\$
1	16 Hours of Training and Instruction	\$
1	Extended two (2) year warranty	\$
1	Installation in WV ABCA Trailer	\$
	TOTAL	\$

Vendor: _____

Signature: _____

Date: _____

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: _____

Authorized Signature: _____ Date: _____