



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
DNR211088

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

S U B J E C T

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Culinary Depot
 2 Melnick Drive
 Morsey NY 10952*

S H I P T O

DIVISION OF NATURAL RESOURCES

219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		740-13	^s 40,167.96	40,167.96
<p>WALK-IN COOLER/FREEZER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR A SINGLE-UNIT WALK-IN COOLER AND FREEZER PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 01/25/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <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>						

RECEIVED
 2011 FEB 15 AM 10:17
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 845 352 8200 DATE: 2/14/11

TITLE: vice president FEIN: 20125349 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
DNR211088

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Cullman Dept
2 Metrick Drive
Mousey NY 10952

SHIP TO

DIVISION OF NATURAL RESOURCES

219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: 44</p> <p>RFQ. NO.: DNR211088</p> <p>BID OPENING DATE: 02/15/2011</p> <p>BID OPENING TIME: 02/15/2011</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DNR211088 ***** TOTAL: <u>40,167.96</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 845 352 8200 DATE: 2/14/11

TITLE: *Office President* FEIN: 201125344 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

The West Virginia Purchasing Division for the West Virginia Division of Natural Resources is requesting bids for the purchase of one (1) Single-Unit Walk-in Cooler and Freezer. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made between April 18 and May 15, 2011.

General Specifications:

The Single-Unit Walk-in Cooler and Freezer must be manufactured for commercial use. All items must be new (2011 model).

Damaged Items:

Damaged or defective items must be replaced at no additional expense to The West Virginia Division of Natural Resources.

Warranty:

The warranty must be for a minimum of ten (10) years on the structure, one (1) year on the compressors and one (1) year on all other parts and systems. However, if manufacturer warranty periods are longer than the required minimum, those warranties shall apply.

Single-Unit Walk-in Cooler and Freezer

Single-Unit Walk-in Cooler and Freezer must meet the following specifications:

- Must be completely assembled, off-loaded and set in place on an outdoor pad for through-wall installation against the side of purchaser's existing building.
- Must have exterior dimensions not to exceed 30' long x 10' wide x 8' 4" high on the high side of a sloped roof (see attached diagram).
- Must have interior dimensions of approximately 11' x 9' for the cooler section and approximately 17' x 9' for the freezer section, with the interior (ceiling) height not exceeding 7' or being less than 6' 6".
- Must be constructed with: a welded, heavy-duty steel frame (minimum 1 ½" X 3" 11 gauge steel tube); with a minimum 5" urethane board insulation (minimum R-factor of 32); and 100% seamless fiberglass interior and exterior walls, floor, ceiling, doors and roof bonded to the urethane insulation. Doors must have a standard 36" entrance door and be equipped with door frame heaters sufficient to prevent condensation or frost accumulation on thru-wall doors.

- Must have floor reinforced with woven fiberglass matting over a plywood subfloor (minimum thickness of ½") bonded to the urethane core and have a skid-resistant surface coating, which can support at least 900 lb./s.f. of evenly-distributed load or a floor system of equal strength and durability.
- Must have all doors equipped with: magnetic gaskets around the perimeter; adjustable, vinyl sweep gaskets; positive snap action latches with adjustable strike, cylinder locks, and OSHA-approved interior safety release mechanisms; and multiple heavy duty strap type hinges of a cam lift, self closing, nylon bushing type with lift off capability, dial type thermometers on the thru-wall doors and locations and opening directions as indicated on the attached drawing(s)
- Must have outdoor cooler entrance door with a locking mechanism, rain cap and vinyl strip curtain.
- Must have lights (one in cooler and two in freezer) that use compact fluorescent bulbs installed with switches (3-way in cooler) at each door and shall be contained in vapor-proof fixtures.
- Must have a floor drain installed in the cooler section with a minimum of ¾" (larger if possible) x 2" male pvc extension beyond the unit wall at the location indicated on the attached diagram(s).
- Must have refrigeration systems which must be mounted on the out-slope side of the unit roof; completely assembled, installed and ready to operate with single-point electrical connection on site by the purchaser; utilize R-404a non-flammable refrigerant or equal; operate on a minimum 208 to maximum 230 volt, 60 hz, single-phase electrical power; be a minimum of 1.25 hp for the cooler and 1.5 hp for the freezer; air-cooled condensers; Copeland hermetic/semi-hermetic compressors (or equal) with overload protection; receiver tank with liquid shut off valve; liquid line filter/dryer and sight glass; high/low pressure control; liquid line solenoid valve; crankcase heater; minimum of -20 degrees F to maximum of -40 degrees F low ambient controls; room thermostats; UL labeled electrical control panel(s); electric defrost with condensate piped to the exterior of the unit; fan guards; and weather hoods matching the exterior of the unit.
- Must have refrigeration systems sufficient to achieve and maintain unit temperatures of 35° F in the cooler and 0° F in the freezer based on infrequent loadings of product at ambient temperature.
- Must have sectional, wire mesh, and 3-tier (cooler section) and 4-tier (cooler and freezer sections) adjustable shelving units of approximately 18" width installed in each unit as shown in the attached drawing(s).
- Must have freezer section equipped with three lockable security units, with a minimum of three and a maximum of four (approximately 18" x 48") adjustable/removable shelves, not to exceed 67" total height located as indicated on the attached drawing(s).

- Must have a 30' roof flashing kit, side wall flashing kit and 50' of exterior base skirting to be installed by the purchaser to completely seal the unit to the purchaser's building.

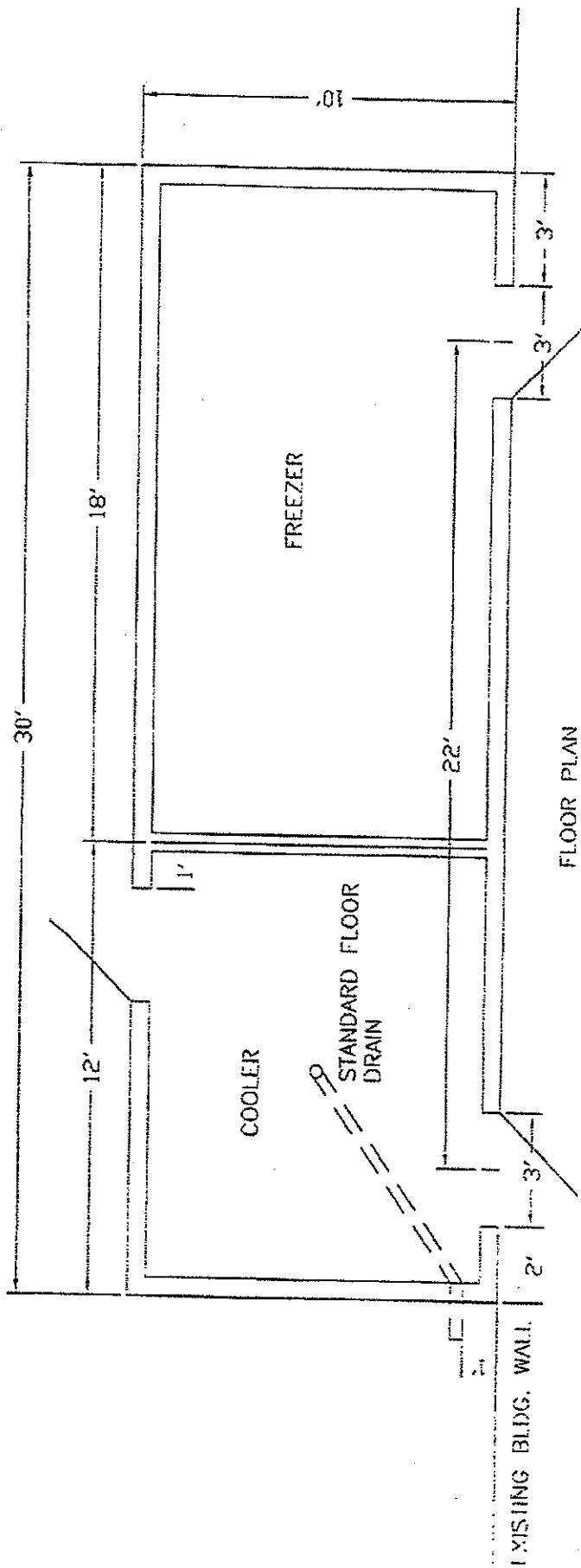
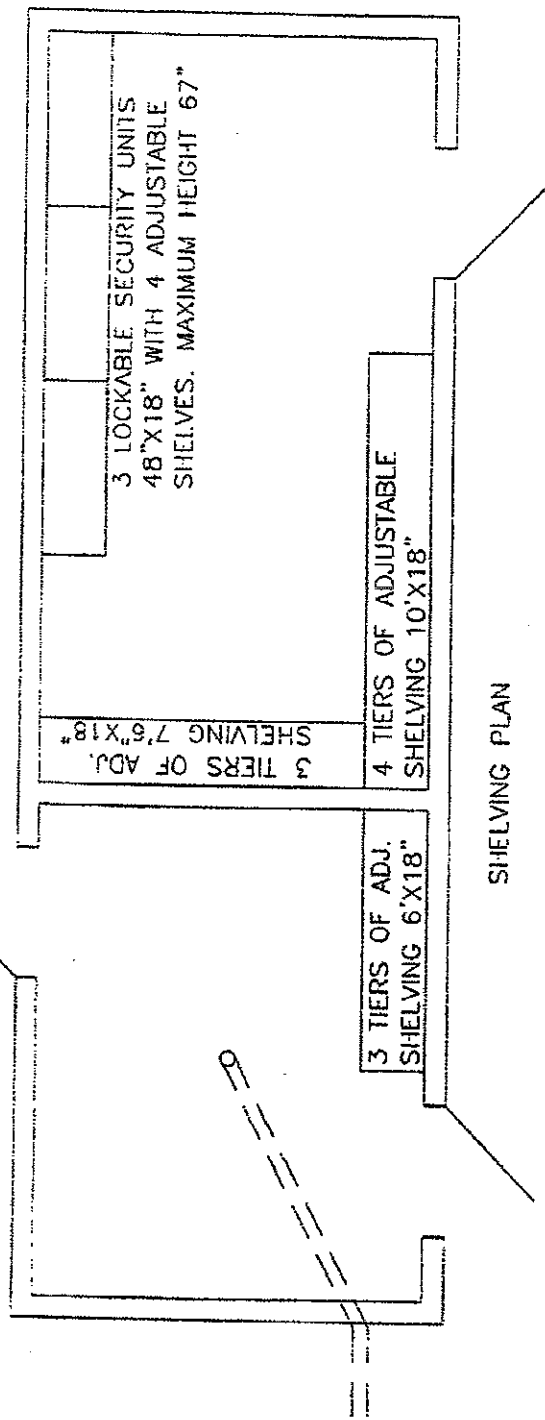
One (1) Single-Unit Walk-in Cooler and Freezer Delivered to:

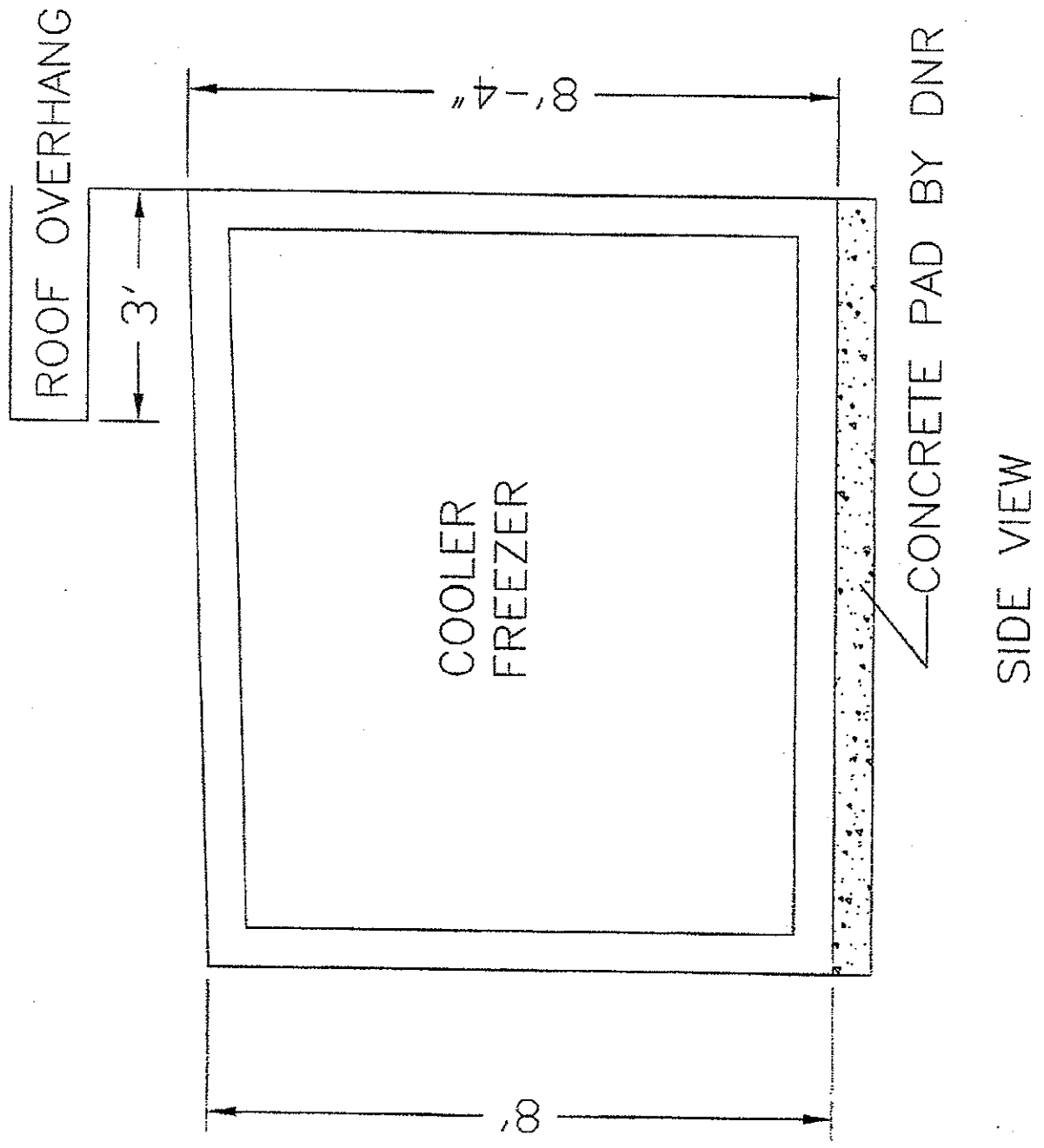
West Virginia Division of Natural Resources

219/250 Ward Road

Elkins, WV 26241

Contact Gary Foster (304)637-0245 for delivery information.





Single-Unit Cooler and Freezer Manufacturer's List

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation.

ITEM NO.	EQUIPMENT	MANUFACTURER	MODEL
1	Single-Unit Walk-in Cooler and Freezer	Bally	Custom to spec

SINGLE-UNIT WALK-IN COOLER AND FREEZER
PRICING SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Single-Unit Walk-in Cooler and Freezer	40,167.96	
			TOTAL COST	40,167.96

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: Culinary Dept Signed: [Signature]
 Date: 2/14/11 Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



2 Melnick Drive, Monsey, NY 10952
 845-352-8200 • fax: 845-352-2700
 www.culinarydepotinc.com
 customerservice@culinarydepot.biz

Quote

Date

2/14/2011

Project:
 Bid State ov West Verginia
 DNR211088

From:
 Culinary Depot
 Berish Rothbaum
 2 Melnick Dr.
 Monsey NY 10952-
 (845) 352-8200 (Phone)
 (917) 582-6117 (Cell)

Project Code: 7110

Item	Qty	Description	Sell Each	Sell Total
1	1 ea	<p>WALKIN COMBI COOLER/FREEZER</p> <p>Bally Refrigerated Boxes Model No. CUSTOM Packed: ea Bally Prefabricated Exterior Dimensions: 29'-9 1/2" Length x 9'-8" Width x 7'-8" Height 2 Compartments, With Floor, Ceiling: Single Span</p> <p>Panel Thickness: 5" Exterior Vertical Used (6'-10") with 4" Partition, 5" Floor, 5" Reinforced Ceiling</p> <p>Details and specifications for Quote No: 117171-1-1-DAR Quoting Outdoor Cooler/Freezer Combo in standard Bally size & height compartments - made with standard metal finish panels - with standard sloped membrane roof - and standard refrigeration in lieu of specified.</p> <p>Customer must verify that live load and wind load values shown on this quote comply with local building codes. Live load 51 psf and wind speed 90 mph.</p> <p>Base Finish: Vertical and Ceiling Panels: .026 Embossed Galvalume</p> <p>Special Finishes: Interior Floor - Stainless Steel Rigidized (16 ga)</p> <p>Doors/Openings:</p>	\$35,135.96	\$35,135.96

Item	Qty	Description	Sell Each	Sell Total
	3	36" x 78" Hinged Door In a 46" x 82" Panel		
		Doors accessories:		
	3	Locking Bar (2 piece)		
	1	Strip Curtain (36" Door and Under)		
		Accessories and Extras:		
		3/4" Plywood Floor Underlayment		
	2	3-Way Light Switch (Int & Ext)		
	3	Extra Vapor Proof Light(s) Compact Fluorescent		
	1	Floor Drain		
		Galvalume Closure Metal Installed by Others		
	9	Kason 1245 Lift-Off Hinges		
	310	S/F Outdoor Membrane Roof		
	310	S/F Tapered Insul (Mem Roof-1/8 on 12)		
		Set of Shear Plates for Stability		
	1	Standard Pressure Relief Port (< 400 sq/ft)		
		Refrigeration:		
	1	BEHA 030 L6 HS2BF (208-230/1/60)		
1 ea		CUSTOM Refrigeration:		
	1	BEHA 030 L6 HS2BF (208-230/1/60)		
	3	HP A/C Herm Outdoor Low Unit (R404) 11600 BTU		
	1	BEHA 010 E6 HS2BB (208-230/1/60)		
	1	HP A/C Herm Outdoor Med Unit (R404) 9490 BTU		
	1	Time Clock 8145 (shipped loose)		
	1	BLP 209-MA-S1BPE 8600 BTU 115/1/60		
		Low Profile Evap 2 Fan(s) Air Defrost		
	1	BLP 314LE -S2BPE 14000 BTU 208/230/1/60		
		Low Profile Evap 3 Fan(s) Elect Defrost		
3 ea		Metro A1872NC Super Adjustable Super Erecta® Shelf, wire, 18" W, 72" L, chrome-plated finish, corner release system		
4 ea		Metro 63P Super Erecta® SiteSelect™ Post, 62 9/16" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish		
		For Cooler		
3 ea		Metro A1830NC Super Adjustable Super Erecta® Shelf, wire, 18" W, 30" L, chrome-plated finish, corner release system		
4 ea		Metro 63P Super Erecta® SiteSelect™ Post, 62 9/16" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish		
3 ea		Metro A1848NC Super Adjustable Super Erecta® Shelf, wire, 18" W,		

Date

2/14/2011

Item	Qty	Description	Sell Each	Sell Total
		48" L, chrome-plated finish, corner release system		
4 ea		Metro 63P Super Erecta® SiteSelect™ Post, 62 9/16" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish		
8 ea		Metro A1860NC Super Adjustable Super Erecta® Shelf, wire, 18" W, 60" L, chrome-plated finish, corner release system		
8 ea		Metro 63P Super Erecta® SiteSelect™ Post, 62 9/16" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish		
1 ea		Metro SEC35EC Security Unit, mobile, chrome-plated finish, 21-1/2" wide x 52-3/4" long x 68-1/2" H, no intermediate shelves, two SMP/5MPB casters		
1 ea		Metro 63P For Freezer		
1 ea		Installation Price includes off load set in place as specified in scoop of work		

Merchandise	\$35,135.96
Freight	\$1,062.00
Installation	\$3,970.00
Total	\$40,167.96

Acceptance: _____

Date: _____

Printed Name: _____

RFQ No. DNR 211 088

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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 owed 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cullman Dept

Authorized Signature: [Signature] Date: _____

State of New York

County of Rockland, to-wit:

Taken, subscribed, and sworn to before me this 14 day of February, 2011.

My Commission expires _____

AFFIX SEAL HERE

BORUCH LICHTER
Notary Public, State of New York
NO. 01162069
Qualified in Rockland County
My Commission Expires 06/13/2013

[Signature]