



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
LAB10767

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

*618161355 318-742-5881
 GAS SERVICE & SUPPLY
 3396 SWAN LAKE ROAD
 BOSSIER CITY LA 71111

SHIP TO

DIVISION OF LABOR
 MEASUREMENT LAB
 570 MACCORKLE AVE SW
 ST. ALBANS, WV 25177 727-5781

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2012				

BID OPENING DATE: 03/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		493-42	49,500	49,500
MOBILE LIQUID PETROLEUM CALIBRATION UNIT REQUEST FOR QUOTATION THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF LABOR IS SOLICITING BIDS FOR A MOBILE LIQUID PETROLEUM GAS (LPG) CALIBRATION UNIT PER THE ATTACHED SPECIFICATIONS. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

RECEIVED

2012 MAR 28 AM 8:00

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	318-742-5881	3/27/12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
owner	72-1200208		

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

Mobile Liquid Petroleum Gas (LPG) Calibration Unit

LAB10767

I. PURPOSE AND SCOPE:

The WV Division of Labor is soliciting bids to establish a contract for the one time purchase of a Mobile Liquid Petroleum Gas (LPG) Calibration Unit.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means WV Division of Labor.
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Bid Evaluation Page" means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested thereon. The Bid Evaluation Page is attached hereto as Exhibit #2.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as LAB10767.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).

Mobile Liquid Petroleum Gas (LPG) Calibration Unit

LAB10767

III. GENERAL REQUIREMENTS

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown below.
 - a. **Mobile Liquid Petroleum Gas (LPG) Calibration Unit**
 - i. Vendor must supply all materials and labor to fabricate calibration unit in accordance with attached specifications. (Exhibit #1)

IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Desired Items listed above. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost.
2. **Bid Evaluation Page:** Vendor should complete the Bid Evaluation Page by filling in any requested information and responding to yes or no questions with an X by the appropriate response. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

V. PAYMENT

1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

Mobile Liquid Petroleum Gas (LPG) Calibration Unit

LAB10767

VI. DELIVERY AND RETURN

1. **Shipment and Delivery:** Vendor must deliver the Desired Items within to the agency no later than July 22, 2012. Desired Items must be delivered to agency at Weights & Measures Laboratory, 570 MacCorkle Avenue, West, St. Albans, WV 25177
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
 - (a) cancellation of the Contract, and
 - (b) obtaining the Desired Items from a third party.

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

3. **Delivery Cost/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location or locations identified above.

VII. MISCELLANEOUS

1. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
2. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**EXHIBIT #1
LAB10767**

**Mobile Liquid Petroleum Gas (LPG) Calibration Unit
(1) Trailer with (2) Provers**

100 Gallon LPG Prover unit specifications

Construction:	Must build to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX Pressure Vessel Code
Calibration:	Must be by standards traceable to National Institute of Standards And Technology
Nominal Capacity:	Must be 100 Gallon
Material:	Must be Series 300 Stainless Steel
Volume Indication:	Must be Aluminum Graduated Scale
Scale Graduations:	Must be 10 Cubic inches on left scale, 0.05 Gal. on right
Code Stamp:	Must be Engraved Aluminum with U Stamp and Serial #
Data Plate:	Must be Engraved with Manufacturers name, address, Material I.D., Material thickness, Serial #, Cubical coefficient of thermal expansion, Nominal Volume, Drain time after flow cessation
Legs:	Must have (4) non-adjustable stainless steel bolt down legs for mounting to trailer
Thermowell:	Must have (1) Stainless Steel thermowell
Pressure Gauge:	Must have a minimum of 4.5" Stainless Steel, liquid filled, gauge, installed in the vapor portion of the upper neck. Gauge registers to 300 PSI
Spirit Levels:	Must have (2) installed on prover body 90 degrees from each other—for checking Level from front to rear and side to side
Scale Plates:	Must have (2) plates, one marked in cubic inch increments and one marked in .05 Gallon increments, placed to provide a clear view to the operator
Paint:	Must be IMRON fuel resistant white paint or the equivalent
External Pressure	
Propane Relief Valve:	Must have (1) installed at top of neck and protected by a stainless steel ring welded to upper neck

**EXHIBIT #1
LAB10767**

20 – 25 Gallon LPG Prover unit specifications

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- Construction:** Must be built to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX Pressure Vessel Code
- Calibration:** Must be by Standards traceable to National Institute of Standards And Technology
- Nominal Capacity:** Must be minimum 20 Gallon – Maximum 25 Gallon
- Material:** Must be Series 300 Stainless Steel
- Volume Indication:** Must be Aluminum Graduated Scale
- Scale Graduations:** Must be 5 Cubic inches on left scale, 0.01 Gal. on right
- Code Stamp:** Must have Engraved Aluminum with U Stamp and Serial #
- Data Plate:** Must have Engraved with Manufacturers name, address, Material I.D., Material thickness, Serial #, Cubical coefficient of thermal expansion, Nominal Volume, Drain time after flow cessation
- Legs:** Must have (4) non-adjustable stainless steel bolt down legs for mounting to trailer
- Thermowell:** Must have (1) Stainless Steel thermowell
- Pressure Gauge:** must have a minimum of 4.5" Stainless Steel, liquid filled, gauge, installed in the vapor portion of the upper neck. Gauge registers to 300 PSI
- Spirit Levels:** Must have (2) installed on prover body 90 degrees from each other—for checking Level from front to rear and side to side
- Scale Plates:** Must have (2) plates, one marked in cubic inch increments and one marked in .05 Gallon increments, placed to provide a clear view to the operator
- Paint:** Must have IMRON fuel resistant white paint or the equivalent
- External Pressure**
- Propane Relief Valve:** Must have (1) Installed at top of neck and protected by a stainless steel ring welded to upper neck

**EXHIBIT #1
LAB10767**

Storage Enclosure: Provides protection for reel of power cord and fire extinguisher. It is also used for tool storage.

Dimensions: 58" to 60" X minimum 30" X minimum 34"

Material: Aluminum box enclosure with 2 lockable aluminum diamond plate doors on each side of trailer.

Power Cord Reel: minimum of 100ft. of explosion proof power cord on retractable reel

Fire Extinguisher: (1) 10lb. rechargeable fire extinguisher mounted in enclosure approved for LP use

1 Pump Off System:

Pump: Positive Displacement, Explosion Proof, minimum 2 H.P., Single Phase, 1.25" Blackmer Pump (Model LGL 1-1/4-DM) or the equivalent

Liquid inlet and outlet: (4) MARPAC B790 Ball Valves or the equivalent

Hose Reels: (2) Spring rewind Hannay (or equivalent) hose reels with minimum of 30ft. of 3/4" diameter hose approved for LP use—mounted over each fender

Grounding Wheel: Static retractable grounding reel with minimum of 50' of cable with clamp

Trailer Specifications: Must meet or exceed all DOT specifications for a device of this type, and meet or exceed all state and federal highway safety and lighting specifications.

Construction: Minimum 4"X2"X3/16" wall steel rectangular tubing

Bed Material: Aluminum diamond plate

Bed Dimensions: 58" to 60" W X 90-94" L

Brakes: Electric

Lights: Explosion Proof lighting

Axel: Tandem

Axel Rating: Minimum 6000 GVW

Coupling: 2" Ball Type

Leveling Jacks: (3) electric jacks (one on each rear corner and one at tongue)

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Wiring: All wiring is installed in 3/4" metal conduit

Spare Tire: Spare wheel and tire mounted to trailer. Wheel and tire must match that used on trailer.

Warranty for entire unit: Full one year parts and labor – Vendor must respond on-site (WV Division of Labor –Weights & Measures Laboratory) within five business days of receipt of request for assistance.

EXHIBIT #2

WEST VIRGINIA DIVISION OF LABOR
BIDDER'S EVALUATION REPORT

RFQ LAB10747

Mobile Liquid Petroleum Gas (LPG) Calibration Unit

NOTE TO BIDDER: Procurement Specification No. LAB10747, Section IV, Paragraph 2.0 recommends the completion and submission of this report with your bid. Purpose of this report is to enable the West Virginia Division of Labor Evaluation Committee to make full and fair evaluation of the bid. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: LAB10767

Bidder's Name: Gas Service and Supply

Address: 3396 Swan Lake Rd., Bossier City LA 71111

Telephone Number: 318-742-5881

Years Company has been an authorized fabricator for proposed unit: 30 YRS.

1.0 Have you complied with all mandatory specifications? YES NO

2.0 DELIVERY:

3.0 Delivery date of completed representative unit: 100-110 Calendar Days After Receipt of Purchase Agreement

AWARD CRITERIA;

4.0 Price per unit: \$ 49,500.00 per unit

5.0 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in the specifications. YES NO

6.0 SPECIFICATIONS OF THE QUOTED UNIT – 100 Gallon LPG Prover
The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications.

6.0.1 Is unit built to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX pressure vessel code? Yes No

6.0.2 Is calibration by standards traceable to National Institute of Standards and Technology? Yes No

6.0.3 Nominal Capacity: 25 Gallons

6.0.4 Unit Material: 304 Stainless Steel

6.0.5 Volume Indication: Aluminum Graduated Steel

6.0.6 Scale Graduations: 5 cu. inch on left scale, .01 gal on right

6.0.7 Code Stamp: engraved alum w/ U-stamp

6.0.8 Data Plate:

- a. Engraved with Manufacturers Name: Yes No
- b. Engraved with Manufacturers Address: Yes No
- c. Engraved with Material I.D. Yes No
- d. Engraved with Material Thickness Yes No
- e. Engraved with Serial Number Yes No
- f. Engraved with Cubical coefficient of thermal expansion Yes No
- g. Engraved with Nominal Volume Yes No
- h. Engraved with Drain time after flow cessation Yes No

6.0.9 Does unit have (4) non-adjustable stainless steel bolt down legs for mounting to trailer? Yes No

6.0.10 Does unit have (1) Stainless Steel thermowell Yes No

6.0.11 Pressure Gauge:

- a. Number of inches of stainless steel 4.5"
- b. Liquid Filled Yes No
- c. Installed in the vapor portion of the upper neck Yes No
- d. Gauge register to 300 PSI

6.0.12 Spirit Levels: Are (2) installed on prover body 90 degrees from each other-for checking Level From front to rear to side to side Yes No

6.0.13 Scale Plates: Are (2) plates, one marked in cubic inch increments and one marked in .05 gallon Increments, placed to provide a clear view to the operator Yes No

6.0.14 Paint: List brand and type of fuel resistant white paint Intron or equivalent

6.0.15 External Pressure Propane Relief Valve: Is valve installed at top of neck and protected by a Stainless steel ring welded to upper neck: Yes No

7.0 SPECIFICATIONS OF THE QUOTED UNIT – 20-25 Gallon LPG Prover

7.0.1 Is unit built to N.I.S.T. Handbook 105-4 Standards, and ASME Section IX pressure vessel code?
 Yes No

7.0.2 Is calibration by standards traceable to National Institute of Standards and Technology?
 Yes No

7.0.3 Nominal Capacity: 100 Gallons

7.0.4 Unit Material: 304 Stainless Steel

7.0.5 Volume Indication: Aluminum Graduated Scale

7.0.6 Scale Graduations: 10 cu. in. on left scale, .05 gal on rt.

7.0.7 Code Stamp: Engraved alum. w/ U-stamp & Serial #

7.0.8 Data Plate:

- a. Engraved with Manufacturers Name: Yes No
- b. Engraved with Manufacturers Address: Yes No
- c. Engraved with Material I.D. Yes No
- d. Engraved with Material Thickness Yes No
- e. Engraved with Serial Number Yes No
- f. Engraved with Cubical coefficient of thermal expansion Yes No
- g. Engraved with Nominal Volume Yes No
- h. Engraved with Drain time after flow cessation Yes No

7.0.9 Does unit have (4) non-adjustable stainless steel bolt down legs for mounting to trailer?
 Yes No

7.0.10 Does unit have (1) Stainless Steel thermowell Yes No

7.0.11 Pressure Gauge:

- a. Number of inches of stainless steel 4.5" s/s
- b. Liquid Filled Yes No
- c. Installed in the vapor portion of the upper neck Yes No
- d. Gauge register to 300 PSI

7.0.12 Spirit Levels: Are (2) installed on prover body 90 degrees from each other-for checking Level From front to rear to side to side Yes No

7.0.13 Scale Plates: Are (2) plates, one marked in cubic inch increments and one marked in .05 gallon increments, placed to provide a clear view to the operator Yes No

7.0.14 Paint: List brand and type of fuel resistant white paint Imron or equivalent

7.0.15 External Pressure Propane Relief Valve: Is valve installed at top of neck and protected by a Stainless steel ring welded to upper neck: yes

8.0 SPECIFICATIONS OF THE QUOTED UNIT – Storage Enclosure

8.0.1 Unit Dimensions: 5' x 9'

8.0.2 Unit Material: Alum. Box enclosure w/2 lockable alum diamond plate doors on each side of trailer

8.0.3 Power Cord Reel: 100 min feet of explosion proof power cord on retractable reel

8.0.4 Fire Extinguisher: Does unit include (1) 10lb. rechargeable fire extinguisher mounted in Enclosure approved for LP use Yes No

8.0.5 1 Pump Off system:
a. Positive Displacement: Yes No
b. Explosion Proof: Yes No
c. Horsepower: 2 hp
d. Single Phase: 1.25 inches
e. Manufacturer: Blackmer
f. Model: LGL 1-1/4-DM

8.0.6 Liquid Inlet and Outlet: Does unit include (4) ball valves: Yes No
Manufacturer: MARPAC
Model: B790 or equivalent

8.0.7 Hose Reels: Does unit include (2) hose reels with minimum of 30 Feet of 3/4" diameter hose Approved for LP use – 1 mounted over each fender: Yes No
Manufacturer: Hannay or equiv.

8.0.8 Grounding Wheel: Does unit include static retractable grounding reel with minimum of 50' of cable with clamp: Yes No Number of feet of cable 50'

9.0 SPECIFICATIONS OF THE QUOTED UNIT – Trailer

9.0.1 Does trailer meet or exceed all DOT specifications for a device of this type, and meet or exceed All state and federal highway safety and lighting specifications: Yes No

9.0.2 Construction: 4" x 2" x 3/16" wall steel rectangular tubing

9.0.3 Bed Material: Aluminum diamond plate Yes No

9.0.4 Bed Dimensions: 5' Width 9" Length

- 9.0.5 Brakes: Electric: Yes No
- 9.0.6 Lights: Explosion Proof Yes No
- 9.0.7 Axle: Tandem Yes No
- 9.0.8 Axle Rating: 6000 GVW
- 9.0.9 Coupling: 2" Ball Type Yes No
- 9.0.10 Leveling Jacks: (3) electric Yes No
- a. One mounted on each rear corner Yes No
- b. One mounted at tongue Yes No
- 9.0.11 Wiring: All wiring is installed in 3/4" metal conduit: Yes No
- 9.0.12 Spare Tire: Spare wheel and tire mounted on trailer and match that used on trailer: Yes No

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

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 exceed 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: _____

Authorized Signature: _____ Date: 3-27-12

State of Louisiana

County of Bossier, to-wit: _____

Taken, subscribed, and sworn to before me this 27 day of March, 2012

My Commission expires _____, 20____.

SANDRA R. JOHNSON
NOTARY PUBLIC ID No. 041865
BOSSIER PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

Sandra R. Johnson
NOTARY PUBLIC.

AFFIX SEAL HERE