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

25526

Request for Quotation

PSH13005

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

*B22102807 CIMCO INC 2336 VIRGINIA AVE HURRICANE WV

304-562-0121

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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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.
- 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.html 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).



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304-256-6600

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

*B22102807 304-562-0121 CIMCO INC 2336 VIRGINIA AVE

HURRICANE WV 25526

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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

Request for

SHIP

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PSH13005

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

VENDOR

*B22102807 304-562-0121 CIMCO INC 2336 VIRGINIA AVE

HURRICANE WV 25526 **HEALTH AND HUMAN RESOURCES** JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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PSH13005

Specifications for Boiler Feed Replacement at Jackie Withrow Hospital:

Basement #A /Pump #1

Vendor shall furnish and install 1 Bryan Model HFS-150-155-1300 (or equal) horizontal type boiler feed system. Tank size should be 130 gallons and operate at 15 PSI boiler relief valve setting with a total boiler capacity of 2,886 lbs./hr. or 84 boiler HP.

Boiler Feed System

The Boiler Feed System must have storage capacity of at least 1 gallon per 1 boiler horsepower. The boiler feed pumps shall be supplied with the boiler feed system and capable of pumping 2X the evaporation rate of 3% above the boiler relief valve setting (per ASME Code). The boiler and the boiler feed system must be supplied by the same manufacturer. The current boiler installed is a Bryan Steam, with a model number of RV350-S-15-RDG, and Bryan number 940453.

The storage tank shell and heads shall be constructed of ½" thick minimum carbon steel to specifications SA516 Grade 70 or SA53B and shall be capable of holding the specified gallons to overflow. The horizontal vessel will be supplied with a 3" threaded connection minimum for condensate return and vent pump suction coupling of adequate size, a manual fill connection, a sight glass with brass valves installed, and a blowout opening properly designed to keep the pressure in the tank at atmospheric conditions. All exposed surfaces must be protected with a suitable heat and rust resistant material. The base shall extend in front of the storage valve for pump mounting and easier access to the pump for maintenance and inspections.

The Boiler Feed System must be fully trimmed by the manufacturer including:

- Makeup water assembly: A mechanical float-type makeup water control shall accept incoming water up to a differential pressure of 100psi. The make-up valve assembly shall mount directly into the tank to eliminate unnecessary piping and be removable from the outside of the vessel for easy maintenance/inspection.
- 2. Miscellaneous gauges: A temperature gauge shall be supplied and installed by the manufacturer. The gauge must reflect the water level in the tank. The gauge glass must be protected from objects and have shut off valves on both ends.

The Boiler Feed System and Pump Package must include the following:

1. Stand: the storage tank must be supported by 2 saddles that are attached to 4 legs made of 2" standard diameter pipe to supply net suction head required for the pumps plus additional safety factor to avoid cavitation. The units and pumps must be mounted on a 4" channel structural heel base with a ¼" thick steel plate floor with proper support and braces. All exposed metals shall be protected with a suitable heat and rust resistance material.

PSH13005

Page 2 - Continued

- 2. Pumps must be sized based on pump schedule and be able to pump into the boiler at least 3% above the boiler relief valve setting to satisfy the ASME Code. The pump must be a vertical multistage pump with stainless steel impellers and a minimum of 250 degree seals. The pump must be 3 phase TEFC (or equal) motors.
- 3. Pump mounting and Piping: The pumps must be mounted to the base. The pump suction piping must include a gate valve, strainer, and flexible connector for each pump. The discharge piping must include a liquid filled pressure gauge with a shut-off valve and pump throttling valve. Suction and discharge components shall be sized based on a maximum velocity of 4ft/sec of rated flow.
- 4. Pump electrical components: The pump shall be supplied with a TEFC (or equal) motor. Each pump circuit shall have a motor starter with overheads enclosed in a NEMA (or equal) 12 panel. A hand-off-auto switch shall also be provided for each pump.

Contractor shall be responsible for and shall provide the following:

- 1. Demolition, removal, and disposal of the existing Bryan feed system (excluding pumps,) and must maintain a neat and clean work area.
- 2. Furnishing and installation of the boiler feed system as specified above.
- 3. Removal and reconnection of all existing pipe. Contractor shall make all piping modifications required to install the new system.
- 4. Provide a new 230/460 3-phase power to new system and provide a new disconnect.
- 5. Provide new concrete pad for boiler feed system
- 6. Provide a (1) year parts and labor warranty for the new system. Warranty to include a 24 hour 7 days a week service including legal holidays with a maximum 4 hour response time.
- 7. After completion, contractor must provide a minimum of 4 hours training to the Maintenance staff on the new system

Basement #B Pump #2

Furnish and install (1) Vertical pump feed system consisting of the following

- Vendor shall provide one 32 gallon tank of 10 gauge steel.
- Vendor shall provide a ¾ HP pump, 115V or 230/460, 3 Phase.
- System shall have a glass gauge.
- System shall have strainers.
- System shall have shut off valves.
- System shall have a control panel with starters.

Unit must be completely installed into the existing system and ready to go in case of failure in the current pump.

Page 3 - Continued

Contractor shall be responsible for and shall provide the following:

- 1. Vendor shall remove and dispose of the existing Lattner feed system (excluding pump,) and must maintain a neat and clean work area.
- 2. Vendor shall furnish and install new system as specified above.
- 3. Vendor shall provide all wiring and piping modifications required to install new system.
- 4. Vendor shall provide a (1) year parts and labor warranty for the new system. Warranty to include 24 hour 7 days a week service including legal holidays with a maximum 4 hour response time.
- 5. After completion, contractor must provide a minimum of 4 hours training to the Maintenance staff on the new system.

Mandatory Pre-Bid Conference:

There will be a mandatory pre-bid conference scheduled for <u>04/10/2012</u> at <u>1:00 PM</u>, in A-100 conference room at Jackie Withrow Hospital (105 S Eisenhower Dr. Beckley, WV 25801.) Only vendors attending the mandatory pre-bid will be allowed to submit a bid. There will be a walk –thru of the two job sites during the pre-bid conference.

Prevailing Wage:

The contractor and or any sub-contractors shall pay the higher of the U.S. Dept. of Labor minimum wage rates or the West Virginia Dept. of Labor wage rates as established for Raleigh County pursuant to the West Virginia Code 21-5-1, et seq. West Virginia Dept. of Labor Wage Rates are available at the following website:

http://www.wvsos.com/adlaw/wagerates/building06.htm

Secretary of State:

The awarded vendor must be registered with the West Virginia Secretary of State's office and be in good standing with the State.

Work hours / completion:

Delivery will be made F.O.B. Destination to Jackie Withrow Hospital within 30 working days after receipt of the notice to proceed from the facility. Once began, the vendor will have 90 days to complete. Work must be done during normal business hours (Monday thru Friday 8:00am to 4:00pm excluding legal holidays,) unless otherwise approved by the Maintenance Supervisor or The Building Administrator.

Page 4 - Continued

Payment

Vendor will send original invoice to Jackie Withrow Hospital located at 105 S Eisenhower Dr. Beckley, WV 25801.

A 10% retainage shall be held until all work is complete, within specification, and has received 100% acceptance by the Agency.

Cost sheet for PSH13005

Pump Brand BRYAM Model # HF5 -15 -175 -130 for Basement #A
Pump Brand <u>BRYAN</u> Model # <u>HFS -15 -175 -130</u> for Basement #A
Cost for all other / materials for replacement in Basement # A \$
Labor cost for Basement # A (To include all hours to complete the job, travel, and ar associated travel fees.) \$9061.
Pump Brand <u>LATTNER</u> Model # <u>LV20D</u> for Basement #B \$ 8500.
Cost for all other parts / materials for replacement in Basement # B \$2300.000000000000000000000000000000
Labor cost for Basement # B (To include all hours to complete the job, travel, and an associated travel fees.) $\frac{3300}{6}$
Total cost for parts / materials \$ 40,800. Total labor cost \$ 12,361. Total labor cost \$ 53,161.
Continued

Bid will be awarded to the vendor with the lowest grand total bid, meeting all specifications, (multiple awards will not be considered.)

Vendor name: C / M C O / N C
Order Address: PO BOX 480
CULLODEN WU 25516
Remit to Address: PO BOX 480
CULLODEN WU 255/8
Fax#: 304-562-0320
Phone # 3041-562-012/
Email: Msmith D cimcowu.com
Vendor Signature: Mitchell Smith
Print name and title: MITCHELL SMITH PRESIDENT
Date: 5- /-/2

	Department of Health and
Agency	Human Resources
REQ.P.C	AVA.

BID BOND

KNOV	V ALL MEN BY THESE	E PRESENTS, That	we, the undersigned,	Cimco, Inc.	
of _	P. O. Box 480	, Culloden	, West Virginia 2551	0_, as Principal, and	Travelers Casualty and Surety Company of
America of _	Hartford ,	Connecticut	, a corporation	organized and existing	g under the laws of the State of
Connecticut	with its principal of	fice in the City of	Hartford	, as Surety, are hel	d and firmly bound unto the State
of West Virginia	a, as Obligee, in the pe	enal sum of <u>Five</u>	percent of bid	(\$5%) for the payment of which,
well and truly to	be made, we jointly a	and severally bind o	urselves, our heirs, ac		s, successors and assigns.
					e Purchasing Section of the
Department of				(5)	nter into a contract in writing for
					er specifications
	Jackie W	<u>ithrow Hospital, 10</u>	5 Eisenhower Drive,	Beckley, West Virgini	a
-		A			
NOW	THEREFORE,				
(a) If (b) If hereto and shal agreement crea force and effect	said bid shall be reject said bid shall be acce Il furnish any other bor ated by the acceptance	pted and the Princip nds and insurance re e of said bid, then th stood and agreed th	equired by the bid or p is obligation shall be r nat the liability of the S	proposal, and shall in a null and void, otherwis	with the bid or proposal attached all other respects perform the e this obligation shall remain in full claims hereunder shall, in no event,
way impaired o	urety, for the value rec r affected by any exter any such extension.	eived, hereby stipul nsion of the time with	ates and agrees that the obligee	the obligations of said may accept such bid,	Surety and its bond shall be in no and said Surety does hereby
IN WIT	TNESS WHEREOF, P	rincipal and Surety I	nave hereunto set the	r hands and seals, an	d such of them as are corporations
have caused th	eir corporate seals to I	oe affixed hereunto	and these presents to	be signed by their pro	oper officers, this
_1stday of	May	, 20 <u>12</u>			
Principal Corpo	rata Saal			Cimco, Inc.	
- micipal Gotpo	rate Seal			By Mith	Name of Principal) Must be President or Vice President)
					President (Title)
Surety Corpora	te Seal				and Surety Company of America Name of Surety) Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

218346

Certificate No. 003280835

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of	Charleston		, State of		Virginia	, th	eir true and lawful	Attorney(s)-in-Fact,
other writings ob	ligatory in the n	nore than one is name ature thereof on beha teeing bonds and und	If of the Companies	in their business	of guaranteeing	nd all bonds, recog	gnizances, condition	nal undertakings and
IN WITNESS W	HEREOF, the	Companies have caus ,	ed this instrument to	be signed and th	eir corporate seal	ls to be hereto affi	xed, this	5th
		Farmington Casua				aul Mercury Insu		
		Fidelity and Guara Fidelity and Guara St. Paul Fire and M St. Paul Guardian	nty Insurance Und Iarine Insurance C	erwriters, Inc. company	Trave	elers Casualty an	d Surety Compan d Surety Compan and Guaranty Co	y of America
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State of Connection City of Hartford s					Ву:/	George Thomps	on, Senior Vice Presid	lent
Company, Travele	Senior Vice Prese and Marine In	day of	Casualty Company, t. Paul Guardian In: America, and United	Fidelity and Gua surance Compan d States Fidelity	ranty Insurance (y, St. Paul Merc and Guaranty Co	Company, Fidelity ury Insurance Co	and Guaranty Insumpany, Travelers (Casualty and Surety authorized so to do.
		et my hand and offici day of June, 2011.	al seal.	TREELE WILLIAM		Man	s. C. J.	theoult

58440-4-09 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _

_day of _M K>(

__,2012

Kori M. Johanson Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Putram, TO-WIT:
I, <u>Methell Swith</u> , after being first duly sworn, depose and state as follows:
1. I am an employee of CIMCOINC; and, (Company Name)
2. I do hereby attest that CIMCO INC (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
(Company Name)
m + m + m
By: Mulhell Duilly
Title: MESIDENT
Date: 5-1-12
Taken, subscribed and sworn to before me this
By Commission expires December 26, 2021
(Seal) NOTARY PUBLIC OFFICIA. SEA BERNICE A. FREAS State of West Virginia NOTARY PUBLIC OFFICIA. SEA BERNICE A. FREAS State of West Virginia
My Commission Expires December 28, 2021 My Commission Expires December 28, 2021 114 Hampton Lane Hurricane, WV 25526 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. PSH 13005

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.

Vendor's Name: Authorized Signature: Taken, subscribed, and sworn to before me this My Commission expires NOTARY PUBLIC AFFIX SEAL HERE



WITNESS THE FOLLOWING SIGNATURE