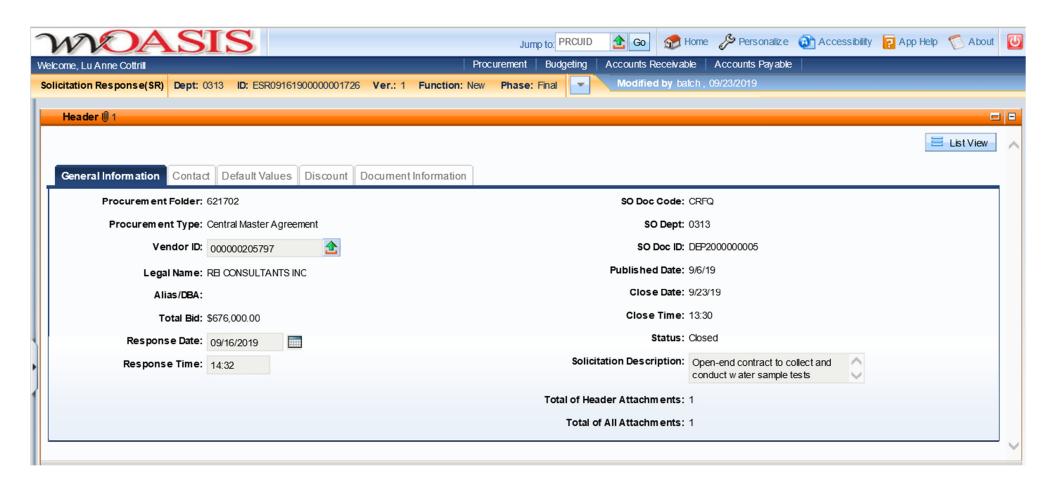


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 621702

Solicitation Description: Open-end contract to collect and conduct water sample tests

Proc Type: Central Master Agreement

Date issued Solicitation	on Closes Solic	itation Response	Version
2019-09 13:30:00		0313 ESR0916190000001726	1

VENDOR

000000205797

REI CONSULTANTS INC

Solicitation Number: CRFQ 0313 DEP2000000005

Total Bid: \$676,000.00 **Response Date:** 2019-09-16 **Response Time:** 14:32:39

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Item 1. Ph	3000.00000	EA	\$4.000000	\$12,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	scription : Item 1. Ph				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Item 2. Temperature	3000.00000	EA	\$4.000000	\$12,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Line 3	Comm Ln Desc Item 3. Flow	Qty 3000.00000	Unit Issue EA	Unit Price \$8.000000	Ln Total Or Contract Amount \$24,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 3. Flow				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Item 4. Total Hot Acidity	3000.00000	EA	\$10.000000	\$30,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 4. Total Hot Acidity				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Item 5. Mineral Acidity	3000.00000	EA	\$10.000000	\$30,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 5. Mineral Acidity				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Item 6. Total Alkalinity	3000.00000	EA	\$10.000000	\$30,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Line 7	Comm Ln Desc Item 7. Total Fe	Qty 3000.00000	Unit Issue EA	Unit Price \$6.000000	Ln Total Or Contract Amount \$18,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602	manaration	opcomounci.		model #	
Extended Des	Scription: Item 7. Total Fe				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Item 8. Dissolved Fe	3000.00000	EA	\$6.000000	\$18,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 8. Dissolved Fe				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Item 9. Total Mn	3000.00000	EA	\$6.000000	\$18,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Scription: Item 9. Total Mn				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Item 10. Dissolved Mn	3000.00000	EA	\$6.000000	\$18,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Line	Comm Ln Desc Item 11. TSS	Qty 3000.00000	Unit Issue EA	Unit Price \$10.000000	Ln Total Or Contract Amount \$30,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602	- Manuracturer	Ореспісаціон		Wodel #	
Extended Des	scription: Item 11. TSS				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Item 12. TDS	3000.00000	EA	\$10.000000	\$30,000.00
Comm Code 70171602	Manufacturer	Specification		Model #	
Extended Des	scription: Item 12. TDS				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Item 13. Specific Conductance	3000.00000	EA	\$8.000000	\$24,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Scription: Item 13. Specific Condi	uctance			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Item 14. Sulfates	3000.00000	EA	\$10.000000	\$30,000.00
Comm Code 70171602	Manufacturer	Specification		Model #	
Extended Des	scription : Item 14. Sulfates				
Line 15	Comm Ln Desc	Qty 3000.00000	Unit Issue	Unit Price \$6.000000	Ln Total Or Contract Amount \$18,000.00
	Item 15. Total Al	3000.00000		φο.υυυυυ	ψ10,000.00
Comm Code 70171602	Manufacturer	Specification		Model #	
Extended Des	scription: Item 15. Total Al				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Item 16. Dissolved Al	3000.00000	EA	\$6.000000	\$18,000.00
		0 10 11		Model #	
Comm Code	Manufacturer	Specification		model "	
Comm Code 70171602	Manufacturer	Specification		model #	_

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Item 17. Total Antimony	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 17. Total Antimony				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Item 18. Total Arsenic	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Item 19. Total Beryllium	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	scription: Item 19. Total Beryllium				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Item 20. Total Cabmium	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
	scription : Item 20. Total Cabmium				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Item 21. Total Chromium	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602					
Extended Des	Item 21. Total Chrom	ium			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Item 22. Total Copper	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code 70171602	Manufacturer	Specification		Model #	
	scription: Item 22. Total Coppe				
Line 23	Comm Ln Desc Item 23. Total Lead	Qty 1000.00000	Unit Issue	Unit Price \$10.000000	Ln Total Or Contract Amount \$10,000.00
1					
Comm Code	Manufacturer	Specification		Model #	
Comm Code 70171602	Manufacturer	Specification		Model #	
		Specification		Model #	
70171602		Specification	Unit Issue	Model #	Ln Total Or Contract Amount
70171602 Extended Des	Scription : Item 23. Total Lead		Unit Issue EA		Ln Total Or Contract Amount \$20,000.00
70171602 Extended Des Line 24 Comm Code	Scription : Item 23. Total Lead Comm Ln Desc	Qty		Unit Price	
70171602 Extended Des	Comm Ln Desc Item 24. Total Mercury	Qty 1000.00000		Unit Price \$20.000000	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Item 25. Total Nickle	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Manufacturer	Specification		Model #	
70171602		- Сросиновичен			
Extended Des	Scription: Item 25. Total Nickle				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Item 26. Total Selenium	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code 70171602	Manufacturer	Specification		Model #	
Extended Des	scription : Item 26. Total Selenium				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
Line 27	Comm Ln Desc Item 27. Total Silver	Qty 1000.00000	Unit Issue	Unit Price \$10.000000	Ln Total Or Contract Amount \$10,000.00
27	Item 27. Total Silver	1000.00000		\$10.000000	
27 Comm Code	Item 27. Total Silver Manufacturer	1000.00000		\$10.000000	
27 Comm Code 70171602	Item 27. Total Silver Manufacturer	1000.00000		\$10.000000	
Comm Code 70171602 Extended Des	Manufacturer Scription: Item 27. Total Silver	1000.00000 Specification	EA	\$10.000000 Model #	\$10,000.00
Comm Code 70171602 Extended Des	Manufacturer Scription: Item 27. Total Silver Comm Ln Desc	Specification Qty	EA Unit Issue	\$10.000000 Model #	\$10,000.00 Ln Total Or Contract Amount
Comm Code 70171602 Extended Des	Manufacturer Scription: Item 27. Total Silver Comm Ln Desc Item 28. Total Zinc	1000.00000 Specification Qty 1000.00000	EA Unit Issue	\$10.000000 Model # Unit Price \$10.000000	\$10,000.00 Ln Total Or Contract Amount
Comm Code 70171602 Extended Des Line 28	Manufacturer Scription: Item 27. Total Silver Comm Ln Desc Item 28. Total Zinc Manufacturer	1000.00000 Specification Qty 1000.00000	EA Unit Issue	\$10.000000 Model # Unit Price \$10.000000	\$10,000.00 Ln Total Or Contract Amount

Line	Comm Ln	Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29		Total Thallium	1000.00000	EA	\$10.000000	\$10,000.00
Comm Code	Ma	anufacturer	Specification		Model #	
70171602						
Extended Des	scription :	Item 29. Total Thallium				
Line	Comm Ln		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Item 30.	Total Cyanide	1000.00000	EA	\$30.000000	\$30,000.00
Comm Code	Ma	anufacturer	Specification		Model #	
70171602						
Line 31	Comm Ln Item 31.	Desc Fotal Phenols	Qty 1000.00000	Unit Issue	Unit Price \$40.000000	Ln Total Or Contract Amount \$40,000.00
70171602	Ma	anufacturer	Specification		Model #	
Extended Des	scription :	Item 31. Total Phenols				
Line	Comm Ln	Dasc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32		Total Nitrates/Nitrites	1000.00000	EA	\$18.000000	\$18,000.00
Comm Code	Ma	anufacturer	Specification		Model #	
70171602						
Extended Des	scription :	Item 32. Total Nitrates/Ni	trites			

33	Comm Ln	n Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
	Item 33.	Total Sodium	1000.00000	EA	\$6.000000	\$6,000.00
Comm Code	М	anufacturer	Specification		Model #	
70171602						
Extended De	scription :	Item 33. Total Sodium				
Line	Comm Ln	n Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34		Dissolved Calcium	1000.00000	EA	\$6.000000	\$6,000.00
Comm Code	М	anufacturer	Specification		Model #	
70171602						
Line	Comm Ln	n Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
		Discolused Massaccium	1000 00000	EΛ	\$10,000000	\$10,000,00
35	Item 35.	Dissolved Magnesium	1000.00000	EA	\$10.000000	\$10,000.00
		Dissolved Magnesium	1000.00000 Specification	EA	\$10.000000 Model #	\$10,000.00
35				EA		\$10,000.00
35 Comm Code	M		Specification	EA		\$10,000.00
35 Comm Code 70171602	M	Inufacturer Item 35. Dissolved Mag	Specification	EA Unit Issue		\$10,000.00 Ln Total Or Contract Amount
Comm Code 70171602 Extended De	M scription :	Inufacturer Item 35. Dissolved Mag	Specification		Model #	

70171602
Extended Description: Item 37. Dissolved Bicarbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amo 38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate
Extended Description: Item 37. Dissolved Bicarbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Ame 38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Ame 38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.000 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Ame 38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.000 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate
38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American State Communication (Contract American State Communication) (Communication) (Commun
38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American State Communication (Contract American State Communication) (Communication) (Commun
38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American State Communication (Contract American State Communication) (Communication) (Commun
38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00
38 Item 38. Dissolved Carbonate 1000.00000 EA \$10.000000 \$10,000.00 Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American Specification
Comm Code Manufacturer Specification Model # 70171602 Extended Description: Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American International Company Contract International Contract
Total Or Contract Ame
Total Or Contract Ame
Extended Description : Item 38. Dissolved Carbonate Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract American Community Contract American Community Contract American Community Community Contract Contract American Community Contract Contract Community Contract Contr
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Ame
39 Item 39. Dissolved Phosphate 1000.00000 EA \$20.000000 \$20,000.00
Comm Code Manufacturer Specification Model #
70171602
Extended Description : Item 39. Dissolved Phosphate
L
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Ame
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amed 40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00 Comm Code Manufacturer Specification Model #
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00 Comm Code Manufacturer Specification Model #
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00 Comm Code Manufacturer Specification Model # 70171602
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00 Comm Code Manufacturer Specification Model # 70171602
40 Item 40. Labor per site visit 500.00000 HOUR \$40.000000 \$20,000.00 Comm Code Manufacturer Specification Model # 70171602



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

State of West Virginia Request for Quotation 27 - Miscellaneous

F	Proc Folder: 621702						
	Doc Description: Open-end contract to collect and conduct water sample tests						
F	roc Type: Central Maste	Agreement					
Date Issued	Solicitation Closes	Solicitation No	Version				
2019-09-06	2019-09-23 13:30:00	CRFQ 0313 DEP2000000005	1				

BID RECEIVING LOCATION **BID CLERK** DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR				
Vendor Name, Address and Telephone Number:				

FOR INFORMATION CONTACT THE BUYER Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN# 41-1821617 DATE 9-16-2019 All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jason	Clark	Sules	Manager
(Name, Title)			
Jason	Clark	Sales	Manager
(Printed Name and	Title)		
P.O. Box	286 Bear	ver, W	V 25813
(Address)		/	
304-255-	2500 / 304	-255-	2572
(Phone Number) / ((Fax Number)		
jason Cla	rK O Pacelab	5- Com	
(email address)	_/		

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pace Analytical Services
(Company)
John The
(Authorized Signature) (Representative Name, Title)
John Rugne General Manager
(Printed Name and Title of Authorized Representative)
9-16-2019
(Date)
304-255-2500 / 304-255-2572
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION Water Sampling

- 9.2 The following remedies shall be available to Agency upon default.
 - **9.2.1** Immediate cancellation of the Contract.
 - **9.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - **9.2.3** Any other remedies available in law or equity.

10. MISCELLANEOUS:

- **10.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Brenda Frasher
Telephone Number: 304-255-2500
Fax Number: 304- 255- 2572
Email Address: brenda frasher @ pacelabs com

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Applytical Address: P.O. Box 286
Bearer, UV 25813
Name of Authorized Agent: John Ruane Address: P.O. Box 286 Beaver, W
Contract Number: DEP 2 00000005 Contract Description: Collect + coaduct Water Symp
Governmental agency awarding contract: WV DEP
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
 Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
 Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) Check here if none, otherwise list entity/individual names below. Signature: Date Signed: Q/Ke/2019
Notary Verification
State of
n, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this
To be completed by State Agency:
Date Received by State Agency:
Date submitted to Ethics Commission: Governmental agency submitting Disclosure: OFFICIAL SEAL NOTARY PUBLIC SEAU NOTARY PUBLI
My Commission Expires Oct. 21, 2023

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

DEFINITIONS:

INTERIOR WITH PALL MINING MINING

STATE OF WEST VIRGINIA
JOYCE L. FARLEY

My Commission Expires Oct. 21, 2023

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.