



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
DNR80143

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

Frank Burdette FM BURDETTE LLC
 Five MacCorkle Avenue SW
 South Charleston, WV 25303

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2007				

BID OPENING DATE: **03/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF NATURAL RESOURCES TO PROVIDE AN OPEN-END CONTRACT FOR STERNWHEELER/SIDEWHEELER RIVER BOAT PASSENGER SERVICE.						
ATTACHMENTS: 1. SPECIFICATIONS / BID FORMS 2. AFFIDAVIT						
0001	1	LS		975-21		
RIVER BOAT PASSENGER SERVICE						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

RECEIVED
 2007 MAR -6 A 10:15
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE FM Burdette LLC <i>Maureen S. Burdette</i>	TELEPHONE 304-545-8541	DATE 03-06-2007
TITLE Member	FEIN 55-0803617	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE FM Burdette LLC <i>Margaret S. Burdette</i>	TELEPHONE 304-545-8541	DATE 03-06-2007
TITLE Member	FEIN 55-0803617	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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SIGNATURE FM Burdette LLC	<i>Maureen S. Burdette</i>	TELEPHONE 305-545-8541	DATE 03-06-2007
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<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE FM Burdette LLC	<i>Maureen S. Burdette</i>	TELEPHONE 304-545-8541	DATE 03-06-2007
TITLE Member	FEIN 55-0803617	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p> <p>RFQ. NO.: DNR80143</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE FM Burdette LLC TITLE Member	<i>Maryann S. Burdette</i> FEIN 55-0803617	TELEPHONE 304-545-8541	DATE 03-06-2007
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BID OPENING DATE: **03/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				3/7/2007	-----	
BID OPENING TIME:				1:30 PM	-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-343-1826	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				MAUREEN S. BURDETTE	-----	
***** THIS IS THE END OF RFQ DNR80143 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE FM Burdette LLC Maureen S. Burdette	TELEPHONE 304-545-8541	DATE 03-06-2007
TITLE Member	FEIN 55-0803617	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: 32	Page 7	Req or PO No DNR 80143
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Vendor:

Spending Unit: DNR - Blennerhassett Island
Historical State Park

Item No	Quantity	Description	Unit Price	Amount
		<p>Life of Contract: This contract becomes effective on 05/01/2007 and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time", the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30-days written notice.</p> <p>Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions, and pricing set therein are firm for the life of the contract.</p> <p>Renewal: This contract may be renewed upon the mutual written consent of the spending unit and the vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one-year periods.</p> <p>Cancellation: The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work.)</p> <p>Bankruptcy: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.</p> <p>The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions, which may appear on any attached printed documents such as price lists, order forms, sales agreements, or maintenance agreements, including any electronic medium such as CD-ROM.</p>		

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Vendor:

Spending Unit: DNR - Blennerhassett Island
Historical State Park

Item No	Quantity	Description	Unit Price	Amount
		<p>Contractor shall have available at all times during the operating schedule at least one (1) sternwheeler or sidewheeler with a minimum capacity of 95 passengers</p> <p>Contractor must have at least one (1) Coast Guard licensed river pilot and at least two (2) crewmen; meet all Coast Guard requirements and standards to provide life jackets for guests in accordance with Coast Guard requirements; and all other Coast Guard requirements. All necessary business licenses, proof of liability insurance coverage, and current Workers Compensation certificates shall be provided to the Division prior to the commencement date of this agreement. Both Workers Compensation coverage and liability insurance coverage are required only for the duration of the operating season, which is May 1 through October 31. The liability insurance coverage shall be written in the name of the contractor, with DNR Parks and Recreation listed as the certificate holder and as an additional insured, with a 30-day Notice of Cancellation, protecting both the Division and the contractor. The policy limits shall be: a minimum of one million dollars (\$1,000,000) per person and a minimum of one million dollars (\$1,000,000) per occurrence. Copies of current pilot's license, Coast Guard certifications for the vessel(s), and vessel safety records must be submitted with the bid and will be reviewed in the bid evaluations. Boat ticket sales will be the responsibility of Blennerhassett Island Historical State Park.</p> <p>For private charters by groups, organizations, or individuals arranged and scheduled outside the normal operating schedule, as stated in this agreement by Blennerhassett Island Historical State Park staff, the Blennerhassett staff will furnish the Contractor a statement by the fifth (5th) day of the following month of all charter activity, and the Contractor will include in his monthly invoice an amount equal to fifty percent (50%) of charter ticket sales.</p> <p>Private charters arranged by the Contractor with no assistance or involvement from the Blennerhassett staff are exempt from this provision.</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: 32	Page 9	Req. or PO No DNR80143
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Vendor:

Spending Unit: DNR - Blennerhassett Island
Historical State Park

Item No.	Quantity	Description	Unit Price	Amount
		<p>Contractor assumes responsibility for ALL maintenance on the boat.</p> <p style="text-align: center;">OPERATING SCHEDULE</p> <p><u>May 1 – June 8 (or the last day of school in West Virginia):</u> <i>Tuesday through Saturday</i>—Depart Point Park on the hour beginning at 10:00 am and depart Blennerhassett Island on the half-hour through 5:30 pm. The last boat will depart the island at 5:30 pm and arrive at Point Park at 6:00 pm. <i>Sunday</i>—Boats will depart Point Park at 12:00 noon and on the hour through 5:00 pm. Boat will depart the island each half-hour ending at 5:30 pm. Last boat returns to Point Park at 6:00 pm. No boats run on Mondays except holidays and as prearranged between the Blennerhassett staff and the Contractor.</p> <p><u>June 9 (or the day after the last day of school in West Virginia) – Labor Day:</u> <i>Tuesday through Saturday</i>—Depart Point Park on the hour beginning at 11:00 am and depart Blennerhassett Island on the half-hour through 5:30 pm. The last boat will depart the island at 5:30 pm and arrive at Point Park at 6:00 pm. <i>Sunday</i>—Boats will depart Point Park at 12:00 noon and on the hour through 5:00 pm. Boat will depart the island each half-hour ending at 5:30 pm. Last boat returns to Point Park at 6:00 pm. No boats run on Mondays except holidays and as prearranged between the Blennerhassett staff and the Contractor.</p> <p><u>Labor Day – October 31:</u> <i>Continue June 9–Labor Day schedule</i>—except the days of operation shall be Thursday through Sunday, with the exception of the annual "Mansion by Candlelight" tour, which is held the second weekend (Friday and Saturday evenings) in October and at other times for special events as prearranged by park staff and the Contractor.</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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Spending Unit: DNR - Blennerhassett Island
Historical State Park

Item No	Quantity	Description	Unit Price	Amount
		<p>Bids on servicing the above-mentioned schedule must be submitted showing a monthly cost for the period of the operating season (May 1 through October 31) and the total cost for the operating season.</p>		
		<p>No bid. See Additive Alternate No. 1 <i>MB</i></p>		
		<p>Base Monthly Bid \$ _____</p>		
		<p>Total Operating Season Bid \$ _____</p>		
		<p>Contractor will submit monthly invoices to the Blennerhassett Island Historical State Park <i>for actual months of operation only</i>. Operating season is May 1 through October 31. Invoices are to be submitted by the tenth (10th) day of the following month.</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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Vendor: _____ Spending Unit: DNR - Blennerhassett Island Historical State Park

Item No.	Quantity	Description	Unit Price	Amount
		<p>Additive Alternate No. 1</p> <p>Subject to the changes and conditions on Attachment 1</p> <p>Cost to lease minimum 95 passenger sternwheeler or similar vessel. <u>\$ 54,000.00.</u> Invoices to be submitted by the 10th day of each month, May to October</p> <p>Under this option the Division will lease a passenger vessel for the period of April 23 through November 9, 2007. The lease will be for one (1) operating season with the option to renew for up to three (3) additional operating season.</p> <p>Prior to making an award the Division will inspect the vessel and the Contractor shall take Division representatives on a "test run" to assess the condition of the vessel's engine and transmission.</p> <p>The Contractor shall deliver the vessel to Point Park in Parkersburg, WV on April 20, 2007 in good condition as verified by the Division. This shall include an up-to-date Coast Guard inspection certification, satisfactory hull inspection report, vessel maintenance log, and have a neat, clean appearance, which includes no visible rust. Upon delivery of the vessel to Point Park in Parkersburg, WV by the Contractor, the Division and the Contractor shall make a visual inspection of the boat noting and documenting the vessel's appearance. Photographs can serve as evidence of the vessel's condition. Copies of any photographs shall also be provided to the Contractor. At the end of the operating season and prior to returning the vessel to the Contractor, the Division and the Contractor shall make a final inspection of the vessel to document its condition upon return to the Contractor. The Division agrees to return the vessel to the Contractor in as good a condition as when received, reasonable wear and tear accepted.</p> <p>The Contractor shall remove the vessel from Point Park in Parkersburg, WV at the end of the term of this agreement but no later than November 15, 2007.</p> <p>The Division will hire a licensed Coast Guard approved river passenger pilot and crew and will be responsible for all maintenance and fuel and oil costs during the term of this lease agreement.</p> <p>The Division shall be responsible for liability insurance coverage through the West Virginia Board of Risk and Insurance Management for the period covered by the lease agreement. The Contractor shall maintain insurance coverage on the vessel itself. The Contractor shall provide the Division with a Certificate of Insurance prior to the commencement of this lease agreement.</p>	<p>1</p> <p>MB</p>	

Attachment 1 to Additive Alternate No. 1 - RFQ DNR 80143

If a passenger boat is leased out by the owner, it becomes what is known as a "Bare Boat Charter", and because of this, FM Burdette LLC has been unable to find insurance for the boat "Spirit of South Charleston" for any part of the year that the State of West Virginia would be leasing the boat.

FM Burdette LLC wishes to submit a bid of \$54,000.00, providing that the State of West Virginia is willing to lease the boat for twelve (12) months, April 16, 2007 to April 15, 2008 and that during the pendency of the lease the State shall maintain full and complete insurance coverage on the boat in the sum of \$165,000.00, and that if any claim or loss be incurred, then such insurance shall be made payable to FM Burdette LLC.

The State of West Virginia shall indemnify, save harmless and defend FM Burdette LLC and FM Burdette LLC's representatives, from all claims, losses, liabilities and expenses, including attorneys' fees, growing out of personal injury, death or damage to property (including property of FM Burdette LLC or FM Burdette LLC's Representatives) arising out of or in any way connected with the State or the State's subcontractors, and employees, agents and representatives of each, performance or nonperformance hereunder (negligent or otherwise) suffered or claimed to have been suffered by any person, corporation or entity (including FM Burdette LLC and FM Burdette LLC's Representatives) unless due to the sole negligence of FM Burdette, LLC or FM Burdette's Representatives.

FM Burdette LLC will submit an invoice to the State of West Virginia in the amount of \$9,000.00 by the tenth (10th) day of each month during the operating season, May 1 to October 31.

FM Burdette LLC agrees to furnish a dock for the off-season at no cost to the State, while the boat is not being used.

MB

A F F I D A V I T

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 owned 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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: FM Burdette LLC

Authorized Signature: Margaret S. Burdette Date: 03-06-2007
Member