



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

WATERT11

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS
304-558-8802

*709040458 800-999-3484
C I THORNBURG COMPANY INC
PO BOX 2163

HUNTINGTON WV 25722-2163

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2010				

BID OPENING DATE:

12/09/2010

BID OPENING TIME

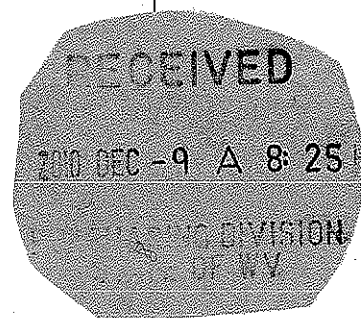
01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A STATEWIDE CONTRACT TO PROVIDE WATER TREATMENT CHEMICALS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
***** ATTACHMENTS:						
WATERT11 SPECIFICATIONS WATERT11 PRICING PAGE PURCHASING AFFIDAVIT RESIDENT VENDOR PREFERENCE						
0001	1	EA	885-70	WATER TREATMENT CHEMICALS		
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 1, 2010 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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 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.						
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.						
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.)						
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.						

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<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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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. 05/26/2009</p> <p>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.</p>						

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***** THIS IS THE END OF RFQ WATERT11 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE	DATE	TIME	LOCATION	STATUS
1. [Illegible]	10/10/2023	14:30	Room 101	Completed
2. [Illegible]	10/11/2023	15:00	Room 102	In Progress
3. [Illegible]	10/12/2023	16:00	Room 103	Not Started
4. [Illegible]	10/13/2023	17:00	Room 104	Completed
5. [Illegible]	10/14/2023	18:00	Room 105	In Progress
6. [Illegible]	10/15/2023	19:00	Room 106	Not Started
7. [Illegible]	10/16/2023	20:00	Room 107	Completed
8. [Illegible]	10/17/2023	21:00	Room 108	In Progress
9. [Illegible]	10/18/2023	22:00	Room 109	Not Started
10. [Illegible]	10/19/2023	23:00	Room 110	Completed

FEIN

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WATERT11 General Specifications

SCOPE

This contract is to furnish water treatment chemicals to all state agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); it is preferred a single award for all items be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

Prices bid shall be firm; and bids shall include any and all shipping costs.

All terms and conditions in the written specifications which are absolute and the compliance with can not be waiver. Mandatory terms are indicated by the use of the terms *shall, will, must, maximum and minimum*.

General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the brand and manufacturer's number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "WATERT11 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia.
3. If bidding an "Equal To" other than the brand listed, bidders are required to supply literature with the chemical composition demonstrating the product is In fact equal in quality.
4. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
5. The item or model number(s) may be updated at renewal. If the Purchasing Division extends the offer to renew, and the catalog prices have significant increases, Purchasing may decline and re-bid the contract.
6. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
7. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason.

WATERT11 General Specifications

Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

8. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
9. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
10. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
12. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract. Submit reports to: jo.a.adkins@wv.gov
13. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract; and shall be credited or not invoiced if caught prior to billing.
14. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.

ATTACHMENT A

STATEWIDE CONTRACT – WATERT11 – ITEM SPECIFICATIONS

<u>ITEM#</u>	<u>DESCRIPTION</u>
1	<p>Aluminum Sulfate, 50 lb. bag, commercial grade</p> <p>General Chemical or Equal Mfg.: General Chemical or Equal Size: Standard Ground Net Wt.: 50 lb.</p>
2	<p>Calcium Hypochlorite, 45 lb pail, min. 70% chlorine, tablet form for use in swimming pools & water treatment</p> <p>Norweco or Equal Mfg.: Norweco or Equal Size: 1" Net Wt.: 45 lb.</p>
3	<p>Calcium Hypochlorite, 100 lb drum, min. 70% chlorine, tablet form for use in swimming pools & water treatment</p> <p>Norweco or Equal Mfg.: Norweco or Equal Size: 1" Net Wt.: 100 lb.</p>
4	<p>Calcium Hypochlorite, 100 lb drum, min. 70%</p> <p>Induclor (PPG) or Equal Mfg.: Induclor (PPG) or Equal Size: Granular Net Wt.: 100 lb.</p>
5	<p>Liquid Chlorine, 150 lb cylinder – <u>not for swimming pool use</u></p> <p>Jones Chemical or Equal Mfg.: Jones Chemical or Equal Size: 150 lb. Net Wt.: 150 lb.</p>

- 6 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, refined, light, 50 lb**
- FMC – 100 or Equal
Mfg.: FMC Wyoming Corp. or Equal
Size: Standard Ground
Net Wt.: 50 lb.**
- 7 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, dense, 50 lb**
- FMC – 100 or Equal
Mfg.: FMC Wyoming Corp. or Equal
Size: Standard Ground
Net Wt.: 50 lb.**
- 8 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, briquettes, 50 lb**
- Western Briquettes or Equal
Mfg.: Briquettes Co. or Equal
Net Wt.: 50 lb.**
- 9 **Sodium Fluoride, 97% Pure, 125 lb. Drum, Course**
- Cryralline Structure (Granular) – to be used to
Fluoride drinking water
Chemtech (Solvay) or Equal
Mfg.: Chemtech (Solvay) or Equal
Size: Granular
Net Wt.: 125 lb.**
- 10 **Hydrated Lime, Min. 71% CAO, 50 lb. bag**
- Carmuse Corp, (Dravo) or Equal
Mfg.: Carmuse Corp. (Darvo) or Equal
Net Wt.: 50 lb.**
- 11 **Caustic Soda, 100% Crystal / Pellets, 55 Gal Drum**
- PPG (Univar) or Equal
Size: 55 Gal Drum
Net Wt.: 690 lb.**

STATEWIDE CONTRACT: WATER10-PRICING PAGE						
ITEM #	Generic Description	EST. USAGE QTY.	UNIT PRICE	EXTENDED PRICE	BRAND/MODEL BID	MIN. ORDER QTY.
1	Aluminum Sulfate, 50 lb bag Comm.	100	\$ 20.00	\$ 2,000.00		
2	Calcium Hypochlorite, Min. 70%, 1" 45 lb pail	125	\$ 130.00	\$ 16,250.00		
3	Calcium Hypochlorite, 1" 100 lb drum	40	\$ 235.00	\$ 9,400.00		
4	Calcium Hypochlorite, Granular, 100 lb drum	10	\$ 210.00	\$ 2,100.00		
5	Liquid Chlorine - 150 lb. cyl.	30	\$ 85.00	\$ 2,550.00		
6	Soda Ash - Refined	140	\$ 16.50	\$ 2,310.00		
7	Soda Ash - Dense	150	\$ 16.70	\$ 2,505.00		
8	Soda Ash - Briquettes	105	\$ 19.00	\$ 1,995.00		
9	Sodium Fluoride	145	\$ 160.00	\$ 23,200.00		
10	Hydrated Lime	175	\$ 9.00	\$ 1,575.00		
11	Caustic Soda	180	\$ 167.00	\$ 30,060	Liquid 50%	
12	Salt	200	\$ 10.75	\$ 2,150.00		
13	Muratic Acid	30	\$ 72.00	\$ 2,160.00		
14	Cyanuric Acid, 50 lb.	25	\$ 92.00	\$ 2,300.00		
15	Sodium Hypochlorite, 55 gallon	20	\$ 150.00	\$ 3,000.00		
16	Deipac 2020, 55 lb drum	20	\$ 210.00	\$ 4,200.00		
17	Deipac 2020, Bulk cornishie liquid	20	\$ 0.38 / lb			
18	Potassium Permanganate, 55 lb.	20	\$ 265.00	\$ 5,300.00		
19	Gallon Tote of Bulk Sodium	20	\$ 1.00 / gal			
20	3" Calcium Hypochlorite 68% Tablet	150	\$ 160.00	\$ 24,000.00		
			GRAND TOTAL	\$		

*** See Attachment A for Item Specifications

Bidder Information

Name:

Address:

Telephone:

Fax#:

By:

Signature

THE C.I. THORNBURG CO., INC.

4034 ALTIZER AVENUE

HUNTINGTON, WV 25705

304-523-3484

304-523-0510

ed.morrison@cithornburg.com

Edward Morrison

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: THE C.I. THORNBURG CO., INC. Signed: 
 Date: 12-8-10 Title: VP

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

RFQ No. WATERT11STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: THE C.I. THORNBURG CO., INC.Authorized Signature: [Signature] Date: 12-8-10State of WVCounty of CABELL, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE**NOTARY PUBLIC** _____