



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
AEBATT07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/25/2006				

BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY AUTOMOTIVE AND EQUIPMENT STORAGE BATTERIES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****NOTICE*****NOTICE*****NOTICE*****</p> <p>A MANDATORY PRE-BID MEETING SHALL BE HELD ON THURSDAY, JUNE 22, 2006 AT 11:00 A.M. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST (CAPITOL COMPLEX - BUILDING 15), CHARLESTON, WV 25305. ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER.</p> <p>SEE THE ATTACHED AEBATT07 SPECIFICATIONS, THREE PAGES.</p> <p>THIS IS TO BE A DISCOUNT FROM LIST CONTRACT. ALL BATTERIES IN BIDDER'S CATALOG SHALL BE COVERED AT THE DISCOUNT LISTED ON THE PRICING PAGES.</p> <p>PRICING DISCOUNTS SHALL BE LISTED ON THE ATTACHED TWO-PAGE PRICING PAGES. VENDORS ARE REQUESTED TO COMPLETE ALL REQUESTED INFORMATION. ALL INFORMATION REQUESTED MUST BE RECEIVED PRIOR TO EVALUATION OF BIDS.</p> <p>THE ATTACHED VENDOR CERTIFICATION MUST BE COMPLETED PRIOR TO ANY CONTRACT AWARD.</p>						

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
 6. Payment may only be made after the delivery and acceptance of goods or services.
 7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
 14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		060-12		
AUTOMOTIVE AND EQUIPMENT STORAGE BATTERIES						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 2004 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 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						

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<p>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. IF SPENDING AGENCY UTILIZES THE PROCUREMENT CARD PROCESS, NO WV-39 IS REQUIRED BY THE PURCHASING DIVISION.</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>						

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<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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>***** THIS IS THE END OF RFQ AEBATT07 ***** TOTAL: _____</p>						

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AEBATT07

SCOPE

This contract is to furnish automotive and equipment lead acid batteries for vehicles and equipment owned and/or leased by various agencies and political subdivisions. It is the intent of this contract to provide a "discount from list" contract covering all current product applications and any new product applications as they become available. This bid shall be a Request for Quotation (RFQ); a single award for all items will be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on Thursday, June 22, 2006 at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

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 manufacturer's number and the vendor's item number on the bid form. Vendors are requested to type the pricing pages.
2. Bidders shall complete the pricing on "AEBATT07 Pricing Spreadsheet". 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. The award shall be a discount from list, based on discount shown on bid. Entire battery product line shall be covered by the subsequent contract awarded. One discount from list covering all batteries must be given.
3. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
4. The catalogs 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. Any price increase request must be substantiated by information from supplier to contract holder.
5. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
6. 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.

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

7. All deliveries must be made during normal working hours for the delivery location. Any shipment of products requiring a material safety data sheet (MSDS) shall include a MSDS with the product.
8. 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.
9. All products furnished must conform to the current edition of Battery Council International (BCI) guidelines on Cold Cranking Amps (CCA) and Reserve Capacity (RC). All batteries quoted on the bid sheet itself should meet or exceed minimum performance levels which are stated. The performance levels are based on the state's requirements and original equipments specifications. All material and workmanship used in the construction of batteries through this contract must be first class to industry practice. All batteries furnished through this contract must be of a wet type and ready for service upon delivery. All batteries furnished through this contract must be manufactured within the United States and have on them manufacturers trade name, its part number, and its CCA rating.
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.
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 such shipment 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.
15. If any battery becomes unserviceable (not merely discharged) due to defects in material or workmanship within 90 days of delivery, vendor will replace in full to the

original purchaser. After the expiration of the 90 days warranty period the vendor agrees to replace to the original purchaser, on a pro-rata basis during its insured life, based on current suggested list price which is in effect at the time of the purchase. Warranty will not apply in the following cases: If the containers, cover, or terminals are broken; if battery has been opened, frozen, or damaged due to neglect or abuse including fire, wreckage, or explosion. Warranty product must be received within 30 days upon receipt of a returned battery.

16. The vendor shall be required to remove junk cores on a one for one basis, if required by any agency or political subdivision. Vendor must also show the amount of credit allowance per junk core removed. The D.O.H. may at its option have their junk cores removed by sealed bid. The vendor must also submit an EPA permit number showing that they are an approved EPA recycler and hauler of acid junk cores.
17. Vendor certification must be signed and received prior to award of any contract.

Reminders to Bidders:

Prior to submitting bids, bidders are cautioned to comply with all mandatory-bid requirements.

Bidders shall use one discount from list for all batteries. Vendors shall show the "net price" after discount on the pricing pages.

Certification

AEBATT07

By submitting a signed bid for AEBATT07 (automotive batteries) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Vendor (Type Name of Company)

Address

Name (Type Name)

Title

Signature

Date

Note: No contract shall be awarded prior to receipt of this certification.

DISCOUNT _____ %

BID SHEET FOR AUTOMOTIVE / EQUIPMENT LEAD ACID BATTERIES

ITEM #	EST. QTY.	MINIMUM SPECIFICATIONS				ACTUAL PRODUCT BIDDED AND SPECIFICATIONS				NET PRICE	EXTENDED PRICE			
		BCI GRP. SIZE #	COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS	BRAND NAME	PART NUMBER	MANUFACTURER	ORIGIN			COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS
1	30	22NF	267	55	12								\$ _____	\$ _____
2	100	U1	295	40	12								\$ _____	\$ _____
3	150	58	550	80	60								\$ _____	\$ _____
4	160	75	690	90	60								\$ _____	\$ _____
5	80	64	535	100	60								\$ _____	\$ _____
6	1000	34/78	690	100	60								\$ _____	\$ _____
7	50	4D	900	250	24								\$ _____	\$ _____
8	150	8D	1000	320	24								\$ _____	\$ _____
9	50	17TF	510	130	24								\$ _____	\$ _____

DISCOUNT _____ %

BID SHEET FOR AUTOMOTIVE / EQUIPMENT LEAD ACID BATTERIES

ITEM #	EST. QTY.	MINIMUM SPECIFICATIONS			ACTUAL PRODUCT BIDDED AND SPECIFICATIONS			NET PRICE	EXTENDED PRICE
		BCI GRP. SIZE #	COLD CRANK AMPS AT 0 F AT 25 AMPS	RESERVE PERIOD OF WARR. MONTHS	BRAND NAME	COLD CRANK AMPS AT 0 F	RESERVE PERIOD MINUTES AT 25 AMPS		
10	400	31	650	140	24			\$ _____	\$ _____
11	170	30H	525	100	24			\$ _____	\$ _____
12	40	4DLT	840	240	24			\$ _____	\$ _____

FINAL EXTENDED GRAND TOTAL OF ALL 12 BID ITEMS: \$ _____

NOTE: ALL BATTERIES BID IN THIS CONTRACT MUST CONFORM TO THE SPECIFICATIONS SECTION

VENDOR NAME _____	PHONE _____
CONTACT PERSON _____	FAX _____
CONTACT PERSON _____ (Please print)	EMAIL _____
CONTACT PERSON _____ (Signature)	DATE _____

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 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 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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: _____

Authorized Signature: _____ Date: _____