



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
ISCF0113

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/27/2006				

BID OPENING DATE: 07/07/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				205-20		
<p>COMPUTER ASSISTED RETRIEVAL SYSTEMS</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE AND INSTALL A CLARION CX700 STORAGE SOLUTION IN THE OFFICE OF TECHNOLOGY LOCATED AT ONE DAVIS SQUARE IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</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>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>() 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 \$125.00 registration fee.
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.

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. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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<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 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>() 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</p>						

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<p>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 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 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.</p> <p>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.</p>						

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BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				21		
				ISCF0113		
				07/07/2006		
				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ ISCF0113 ***** TOTAL: _____						

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REQUEST FOR QUOTATION STATE OF WEST VIRGINIA

WV Office of Technology

The Purchasing Division of the WV Department of Administration, for the WV Office of Technology (WVOT), is requesting quotations from qualified vendors for the purchase, along with a 36-month warranty contract, provision inclusive of travel or any other expense, for the implementation of a Clarion CX700. No separate reimbursement will be made to the vendor for travel or any other expense. Quotations must include ALL costs associated with the implementation of the requested storage system; this must include materials, professional services, personnel travel, and any other costs associated with this project.

All specifications are mandatory unless otherwise indicated and the award shall be based on the lowest bid meeting specifications. Vendors are to complete the attached Bid Sheets.

DESCRIPTION OF SERVICES REQUESTED

1. GENERAL INFORMATION

1.1 Overview of Request

The purpose of this Request for Quotation is to provide needed storage for the Office of Technology's server consolidation site. Complete installation and implementation services are included as part of this RFQ.

1.2 Current Environment

WVOT currently has 3 Windows 2003 servers in a Windows Active Directory in the server consolidation environment. WVOT does not have storage in the server consolidation site.

2. PROCUREMENT SPECIFICATIONS

2.1 Scope of Work:

The WV Office of Technology intends to acquire a storage solution with the capability to perform, at a minimum, the following functions:

2.1.1 The equipment provided in this RFQ will provide a SAN to WVOT with 30 146 G and 17 300 G drives. The equipment list includes configuration and management software needed for configuring LUNs, and ensuring that data security is assured as well as the infrastructure needed to support connectivity for 1 Windows host via Fiber Channel Cards and 1 Windows host via NAS and 1 Windows host via ISCSI.

2.1.2 The SAN and NAS storage solutions shall provide for centralized and consolidated storage for SAN and NAS data application purposes. The proposed solution must be a Tier 1 solution and in the Gartner Magic Quadrant for SAN

REQUEST FOR QUOTATION
WV Office of Technology

- and NAS solutions. The state will not accept proposals that have less than all stated requirements for storage and other capabilities.
- 2.1.3 The NAS solution must provide a control station with a management interface. The control station will present the SAN disk as NAS storage to hosts. The NAS solution must have redundant management connections to each data mover via serial and 10/100 interface and must manage data mover failover. The NAS File serving virus protection must be client-based real-time or host based scheduled scans of file shares. It must provide on-demand anti-virus support through tight integration with Symantec and must provide the ability to offload real-time scanning from NAS file services solution to limit impact of anti-virus solution on proposed NAS file server. The NAS device shall not be susceptible to NT/2000/2003 type viruses. (i.e. buffer overflow, etc...)
- 2.1.4 Dual-pathing for hosts is not required at this time.
- 2.1.5 The backup capability of the solution shall provide the ability to back up data through a TSM client on Windows operating systems.
- 2.1.6 The system must be a turn-key operation where the successful vendor provides all software necessary to provide the features and functionality specified in this RFQ.
- 2.1.7 The successful vendor will be responsible for the coordination of any and all subcontractors necessary to implement the storage solution and will be the single point of contact.
- 2.1.8 The successful vendor must provide all necessary documentation needed to fully operate the storage solution.
- 2.1.9 At a minimum the system must contain the following Clariion CX700 parts:

QTY	Item Number	Description
	CX700 with 7TB usable SYSTEM	CX700 PSI
1	RACK-40U-C	40U COMMON RACK
3	CX-2PDAE	CX DAE FC 2GB EXPANSION
1	CX-2PDAE-70	CX700 2G FC DAE W/FLARE
30	CX-2G10-146	FC 146GB 10K 520B 2GB
17	CX-2G10-300	300GB FCL 10K 2GB
1	PW40U-C-US	40U-C PWR CORD - US
1	CX700-KIT	CX700 DOCS & RTU
1	C-MODEM-US	CLARIION SERVICE MODEM-US
1	NAV-WGKIT	NAVI WORKGROUP MEDIA
1	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA
1	NAV700-WG	CX700 NAVI WORKGROUP
1	SE-CLAR-STDS	FOR SMI-S SUPPORT
1	CLHW-WAR24PRM	CL24 PRM HW WARU 7X24 4HR
1	CX700	CX700 FC ARRAY W 8GB MEM
	NAS Head 502G SYSTEM	PSI FOR NS500G
1	NS502G-FD	2 DM NS500 GTWY FLD INST
1	NS-CSFD	1 CS NS500/NS700 Fld Inst
2	NS-MIA	HSSDC TO FIBRE CONVERTER FOR TAPE CONNECT
1	MODEM-US	UNITED STATES MODEM
1	NS5-C-DCD	DOC & CD: NS500+CLAR
1	NAS-MGR-L	MANAGER ADVANCED EDITION

**REQUEST FOR QUOTATION
WV Office of Technology**

1	NS-ISCSI-DCD	CELERRA ISCSI APP DCD
1	NS502G-CIFS-L	NS500 CIFS LICENSE
1	NS5-IS-CI-L	NS500 ISCSI WITH CIFS LIC
1	PS-CUS-PRDSVC	Product-Based Services
	Brocade Fibre Switches SYSTEM	ENTERPRISE DIRECTOR SOLUTION
16	FM-LL30MD	30M MM FIBRE CABLE LC-LC
2	DSB2RLKT	RAILS FOR SYMM DS8B2
2	DS-4100B-00	BRCD 32-PORTS W/16 ACTIVE
2	DS4100B-8U-00	BRCD 8-PORT UPGRADE
1	PS-EXP-DSC	Ctx Switch 4Host Imp QSES

- 2.1.10 The proposed solution must be a Tier 1 solution and in the Gartner Magic Quadrant for storage area network (SAN) solutions
- 2.1.11 The storage system must have a minimum capacity at the time of installation of 6 terabytes (TB) of useable storage space in a RAID 5 configuration.
- 2.1.12 No data migration will be required at this time.
- 2.1.13 The storage solution must have the capability to install upgrades without disrupting content access.
- 2.1.14 Vendor must identify special electrical needs for the proposed solution in their proposal.
- 2.1.15 Well-defined industry and de facto standards in the areas of operating systems, database connectivity, communications, and storage must be followed, permitting the system to be integrated into environments that include other applications and other systems with minimum effort.
- 2.1.16 The vendor shall give WVOT a minimum of 48 hours notice prior to the equipment arriving at our location. This will allow WVOT to prepare space for the storage of the equipment.
- 2.1.17 The successful vendor will install and deliver equipment at the Capitol Complex location during normal business hours, Monday through Friday. 8:00 am to 5:00 pm. However, the successful vendor shall notify WVOT at least 48 hours in advance of the equipment arriving at the site, as to when to expect the equipment. Delivery shall be "inside" delivery at a location designated or specified by WVOT personnel. Equipment shall not be left at the loading dock or other common drop-off point.
- 2.1.18 The successful vendor shall supply WVOT with a single point of contact that can be contacted by WVOT for all issues related to installation of the equipment
- 2.1.19 During the installation of the system, the successful vendor's on-site personnel shall provide a "transfer of knowledge" to WVOT personnel. This transfer of knowledge shall include, but not be limited to, such information as tips for installation and hookup, any necessary programming, and tips or helpful hints for routine maintenance and keeping the system running smoothly or other information deemed important by the vendor personnel.

2.2 Maintenance/Warranty

- 2.2.1 The successful vendor must provide an original equipment manufacturers (EMC) three-year warranty for all licensed software and hardware, regardless of the manufacturer's warranties. The cost of the three-year warranty will be included in the purchase price listed as item A on Attachment 1. Cost, if any, associated with warranty service must be indicated in the pricing tables and must include all

REQUEST FOR QUOTATION
WV Office of Technology

parts, labor, hardware and software upgrades, software Help Desk services, travel or any other expense. No separate reimbursement will be made the vendor for any expenses.

- 2.2.2 The warranty shall include on-site hardware service with a four (4) hour response time, 7days a week, 24 hours per day.
- 2.2.3 The successful vendor must also quote an additional 2 year maintenance agreement to begin after the initial three (3) year warranty period to include hardware and software upgrades. This must be billed annually in arrears.
- 2.2.4 Any maintenance performed by a third party is solely the successful vendor's responsibility. The vendor must be the Agency's single point of contact. The vendor should provide a list of third parties that will be involved in this procurement.
- 2.2.5 The successful vendor must provide all hardware/software upgrades during the maintenance/warranty period at no additional cost to the maintenance/warranty quote.

2.3 ACCEPTANCE

- 2.3.1 WV Office of Technology shall test the storage solution to verify all mandatory requirements have been delivered as described under this RFQ. This acceptance test will be conducted subsequent to completion of all vendor testing, but prior to placing the system into production.
- 2.3.2 Vendor must provide support for the development and execution of the acceptance test. This will include providing an individual thoroughly familiar with the system as configured and installed at the WV Office of Technology to analyze questions and problems identified, recommend resolutions, and modify the system as necessary in order to correct the problem.
- 2.3.3 The vendor must be on-site during testing. Any system changes needed to address the question/problem will be discussed, documented and prioritized prior to being made by the vendor.
- 2.3.4 The system will not be accepted until all problems identified during the vendor and the Agency testing period have been resolved and the entire system has been up and running without error for 7 consecutive days. All costs for testing and implementation shall be included in the quoted hardware with installation and software with installation quote.
- 2.3.5 The State shall have full and free use of all systems, products, and/or deliverables supplied by this contract.

3. Cost Quotation Format/Bid Sheets

3.1 Vendor Response

- 3.1.1 Vendors shall complete the Cost Sheet (Attachment 1) that is included in the RFQ in order to be considered for award of this contract.
 - 3.1.2 A vendor not completing the above items, either in whole or in part, shall
-

- be disqualified for consideration.
- 3.1.3 If the successful vendor fails to identify any charges for services that are required to meet the terms and conditions of this Quotation, it will be the responsibility of the successful vendor to pay these charges and such cost shall not be passed on to the State.
- 3.1.4 The vendor will not be reimbursed for travel or any other expense. These costs must be included in the purchase price.

3.2 Cost Evaluation

- 3.2.1 The successful vendor shall be the vendor with the lowest purchase price of the equipment, including shipping, installation, transfer of knowledge, three (3) year all-inclusive warranty and additional 2 year maintenance warranty. This cost evaluation formula is spelled out on the Cost Sheet in Attachment 1.

3.3 Terms and Conditions

- 3.3.1 The Vendor is solely responsible for all work performed under this contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract.
- 3.3.2 The vendor must define in their bid response any subcontractors who will be used to complete the requirements of this RFQ. Vendor shall include the name of the company, contact person and telephone number, type of work subcontractor will perform, and number of certified employees to perform work.
-

Attachment 1 – Cost Sheet

Purchase Price of Equipment – including shipping, installation, transfer of knowledge, and three (3) year all-inclusive warranty

(A) \$ _____

Cost of two (2) year post-warranty maintenance agreement

(B) \$ _____

(A) + (B) = \$ _____ Total 5-year cost of ownership to be used for evaluation.

Single Point of Contact Information for Installation and Migration:

Network Operations Center Contact Information:

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 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: _____