



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
5770015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 OFFICE SERVICES DIVISION
 BUILDING 5, ROOM A050
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0430 304-558-0408

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2007				

BID OPENING DATE: 05/16/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	LS		015-15		
<p>MULTIFUNCTIONAL DIGITAL IMAGING SYSTEM</p> <p>TO PROVIDE 36 MONTH LEASE/RENTAL, FOR 3 RICOH MODEL MP 1100 OR EQUAL DIGITAL MULTIFUNCTIONAL IMAGING SYSTEM WITH MONTHLY MAINTENANCE, UNLIMITED SERVICE CALLS, ALL PARTS, LABOR AND TONER TO BE INCLUDED, EXCEPT PAPER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MANUFACTURER:..... MODEL #:</p> <p>METER CLICKS SHALL BE COUNTED AS 1 COPY REGARDLESS OF COPY SIZE. OVERAGE CHARGES SHALL BE PER COPY ABOVE 600,000 COPIES PER MONTH FOR ALL THREE MACHINES COMBINED.</p> <p>MONTHLY CHARGES SHALL INCLUDE ALL THREE MACHINES FOR LEASE/RENTAL, MAINTENANCE AND OVERAGE CHARGES.</p> <p>A CHANGE ORDER TO ESTABLISH START DATE WILL BE GENERATED AFTER INSTALLATION AND ACCEPTANCE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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>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 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</p>						

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<p>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> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* 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)</p> <p>NOTICE</p>						

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<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: 33</p> <p>RFQ. NO.: 5770015</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ 5770015 ***** TOTAL: _____						

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SPECIFICATIONS

- MACHINE TYPE: CONSOLE
- RESOLUTION: 1200dpi
- DOCUMENT FEEDER: RADF FOR 100 SHEETS UP TO 11 X 17 ORIGINALS
- DUPLEX: UNLIMITED (5.5 X 11 TO 11 X 17)
- MAXIMUM COPY SIZE: 11 X 17 (LEDGER)
- MINIMUM COPY SIZE: 5.5 X 8.5
- COPY SPEED : 105cpm, LETTER SIZE
- MAGNIFICATION REDUCTION / ENLARGEMENT 25% TO 400% INCREMENTS OF 1%
- MINIMUM PAPER CAPACITY SUPPLY : 7,000 SHEETS OF 20-WT. OR GREATER. VARIOUS SIZES 5.5 X 8.5 TO 11 X 17
(NOTE) : HALF OF THE PAPER CAPACITY SUPPLY TO ACCOMMODATE 11 X 17, 20-WT AT ONE TIME.
(ALSO NOTE) LARGE SIZE CAPACITY PAPER TRAYS WILL BE NECESSARY.
- MULTIPLE COPIES : 1 TO 9999
- PAPER WEIGHTS : 17-LB TO 110-WT
- AUTO PAPER TRAY SWITCHING
- MULTI-BYPASS TRAY: 500 SHEETS OF 8.5 X 11 TO 11 X 17
- SECURITY FEATURES: USER AUTHENTICATION, DATA OVERWRITE SECURITY SYSTEM, ENCRYPTED ADDRESS BOOK , UNAUTHORIZED COPY CONTROL (RPCS DRIVER)
- POWER REQUIREMENTS : 208 – 240V, 50 /60 Hz 20A

FINISHER

- RECEIVING PAPER TRAY : SORTER / STACKER 3000 SHEET CAPACITY
- STAPLER: 100 SHEET CAPACITY OF LETTER SIZE.
- STAPLER POSITION : 1 – ANY CORNER & 2 – SIDE MARGIN

AUTOMATIC DOCUMENT FEEDER

- ACCEPTABLE ORIGINALS : STATEMENT (9 X 11) TO 11 X 17 (LEDGER)
- SCANNING SPEED : AT LEAST 80-CPM ON LETTER SIZE ORIGINALS.
- CAPACITY : 100 PAGES, ALL ACCEPTABLES SIZES, OF 20-LB, PAPER.
- PAPER WEIGHTS: 13-LB TO 110-LB, INDEX.
- HDD : 100GB STORAGE.

PRINTER MODULE

- MAXIMUM SPEED / RESOLUTION : 105, 1200 dpi
- MEMORY : 512MB RAM MINIMUM.
- PRINTER LANGUAGES : PCL5e, PCL6, RPCS (STANDARD)
- INTERFACE : ETHERNET R145-45 : 100 BASE – TX/ 10BASE-T, USB 2.0
- DRIVERS : STANDARD : PCL5e, PCL6, RPCS
- MIB SUPPORT : STANDARD : MBI-II, HOST RESOURCE, PRINTER

MIB

- NETWORK SUPPORT: WINDOWS 9x/ME/NT 4.0/2000/XP/SERVER 2003; NOVELL NETWARE 3,12,3.2, 4.1, 4.11, 5.0 UNIX SUN SOLARIS 2, 6, 7, 8, 9; HP-U 10.X11X; SCO OPEN SERVER 5.0.6; REDHAT LINUX 6.X/7.X8.X; IBM AIX V4.3, 5LVS. 1; MAC OS 8.6- 9.2. (OSX CLASSIC) MAC OS 10.1 OR LATER.

- NETWORK PROTOCOL: TCP/IP, IPX/SPX, SMB, ETHERTALK (AUTO SWITCHING)

SCANNER MODULE

- SCAN SPEED: 80 IMAGES PER MINUTE OF LETTER SIZE, AT 200dpi OR GREATER

- IMAGING; OPTIONAL RESOLUTION: 100-600 dpi OUTPUT FORMAT; TIFF (MULTI/SINGLE), JPEG, PDF, (MULTI/SINGLE) , HIGH-COMPRESSION PDF

- SPECIAL FEATURES: SCAN TO E-mail , SCAN TO FOLDER, SIMULTANEOUS SCAN- TO – E-mail, LDAP SUPPORT.

STANDARD UTILITIES: WEB BASE, CLIENT AND ADMINISTRATIVE APPLICATION.

EVALUATION AND AWARD SHALL BE BASED ON A 36 MONTH LEASE TOTAL COST INCLUDING THE MONTHLY LEASE RATE, MONTHLY MAINTENANCE RATE AND ESTIMATED OVERAGE OF 2000 COPIES PER MACHINE PER MONTH. AGENCY ESTIMATED COPY VOLUME IS 200,000 PER COPIER, PER MONTH. METER READINGS ARE TO BE COMBINED ON ALL THREE COPIERS FOR A TOTAL OF 600,000 COPIES PER MONTH.

BID SCHEDULE FOR 36 MONTH LEASE

ESTIMATED USAGE - 600,000 COPIES PER MONTH

QUANTITY

3	MONTHLY COPIER LEASE CHARGE	\$ _____	EA.
3	*MONTHLY MAINTENANCE CHARGE	\$ _____	EA.

MONTHLY COPY ALLOWANCE 600,000 COPIES PER MONTH.

EXCESS COPY CHARGE \$ _____ EA.

*MAINTENANCE SHALL INCLUDE ALL PARTS, LABOR, AND SUPPLIES EXCEPT PAPER.

SERVICE

SUCCESSFUL VENDOR MUST HAVE A MINIMUM OF TWO FACTORY TRAINED TECHNICIANS. PROOF OF CERTIFICATION REQUIRED PRIOR TO AWARD.

LOCATION OF SERVICE FACILITY AND PHONE NUMBER

RESPONSE TIME TO SERVICE CALL (STATED IN HOURS)

AGENCY EXPECTS SERVICE TECH'S REPLY TO SERVICE CALLS WITHIN 4-HOURS BY PHONE, AND WITHIN 8 HOURS IN PERSON OF INITIAL SERVICE CALL. IF PARTS ARE NEEDED TO BE ORDERED THAT ARE NOT IN THE POSSESSION OF THE LOCAL VENDER OR SERVICE TECH'S POSSESSION THE COMPANY OR SERVICE TECH WILL BE REQUIRED TO ARRANGE FOR THE PART OR PARTS TO BE DELIVERED DIRECTLY TO OUR AGENCY, WHEN THE PART OR PARTS ARE RECEIVED AT OUR LOCATION WE WILL IN TURN CALL THE COMPANY OR TECH. WE EXPECT A TECH WITHIN 4 HOURS TO INSTALL SAID PART OR PARTS.

DELIVERY

EQUIPMENT MUST BE DELIVERED, INSTALLED AND IN GOOD WORKING ORDER IN THE BASEMENT OF BUILDING #5, ROOM A-011 IN THE STATE CAPITOL COMPLEX.

CONTACT - BILL PERRY 304-558-9254

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
OFFICE SERVICES DIVISION, BLDG., #5, A-050
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV 25304-0430

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: _____

Authorized Signature: _____ Date: _____