



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
 AVN076604

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 PURCHASING
 AVIATION OFFICE
 502 EAGLE MOUNTAIN ROAD
 CHARLESTON, WV
 25311 558-0403

DATE PRINTED 01/25/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		035-50		
<p>NEW BELL 407 HELICOPTER</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE AVIATION DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (1) NEW BELL MODEL 407 HELICOPTER (OR EQUAL) PER THE ATTACHED SPECIFICATIONS.</p> <p>WARRANTY AND MAINTENANCE WILL BE ESTABLISHED BY CHANGE ORDER UPON DELIVERY AND ACCEPTANCE OF AIRCRAFT BY THE AGENCY.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS FEBRUARY 6, 2007 AT 5:00 PM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED VIA ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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>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>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> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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)</p>						

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<p>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 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</p>						

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<p>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 PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<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> <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: 21</p> <p>RFQ. NO.: AVN076604</p> <p>BID OPENING DATE: 02/20/2007</p> <p>BID OPENING TIME: 1:30 PM</p>						

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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 AVN076604 ***** TOTAL: _____						

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Bell Helicopter Model # 407 – or equivalent

INTRODUCTION

The State of West Virginia intends to acquire one (1) new Bell 407 light single engine turbine helicopter. The helicopter will be purchased “factory new” in standard VFR configuration with specified standard equipment and factory installed accessories with 3 color custom exterior paint to be applied once the aircraft has completed customizing.

The intent of this solicitation is to provide sufficient guidance and information for interested parties to submit offers for one (1) “factory new” Bell Helicopter Textron Model 407 light single turbine engine helicopter configured as specified in this document. (or Equal)

AIRCRAFT SPECIFICATIONS

Description and Configuration:

One “factory new” Bell Helicopter Textron Model 407 light single turbine engine helicopter in standard VFR configuration. (or Equal)

Standard Equipment:

The following standard equipment shall be included:

- Standard Interior
- Standard Soundproofing
- Standard Headliner With Air Conditioner / Heater Outlets
- Crew Seats
- Standard Seats
- Ground Handling Wheels

Installed Accessories:

The following factory installed accessories shall be included on the aircraft:

- Bell Factory Installed Flight Instrument Group (less DG)
- 28 Amp hour battery
- Rotor Brake
- High Visibility Main Rotor Blades
- High Skid Gear With Flight Steps
- Dual Controls
- Aux Fuel Tank Installation
- Blade Folding Kit
- Bell Pedal Extenders for both sides
- AirComm Air Conditioner
- Aeronautical Accessories Inc. Wire Strike Protection System
- Aeronautical Accessories Inc. Cabin Floor Protectors

- Aeronautical Accessories Inc. High Visibility Crew Doors
- Aeronautical Accessories Inc. Passenger Photo Windows Left and Right
- Aeronautical Accessories Inc. Deluxe Avionics Console to include relocation of the factory Hobbs Meter to the panel
- Aeronautical Accessories Inc. Inlet Barrier Filter with Access Door
- Aeronautical Accessories Inc. Automatic Door Openers for Crew Doors and Rear Doors, and Baggage Door.
- Aeronautical Accessories Inc. Pre-Flight Kit (includes (4) step handles, left, right, & (1) folding maintenance step & (1) accessory step)
- Aeronautical Accessories Inc. Spacemaker
- Aeronautical Accessories Inc. Dual Control Safety Kit (cyclic, collective & tail rotor)
- Aeronautical Accessories Inc. Locking Fuel Cap
- Air Comm Artic Heater with Chin Bubble & Windshield Defroster, FWD / Aft Outlet Flow Control
- Paravion Snow Baffles with Dzus Fastener Kit
- Garmin GNS-530A GPS /COM/NAV/ GS 16-watt Comm
- Garmin SL-30 nav/com Interfaced to Garmin GNS-530A
- Garmin GTX-330 Mode S Transponder with Trans Cal SSD-120 Blind Encoder
- King KCS 55A with KI 825 Interfaced As Appropriate
- Avidyne / Ryan TAS620 TCAD with Mutable Audio Interfaced to GNS-530A
- Shadin Mini-Flow L Fuel Flow Interfaced As Appropriate
- Free Flight TRA-3500 Radar Altimeter With TRI-40 Indicator
- Spectrolab SX-16 Provisions (to include cables & aft belly mount)
- 2 NAT 310 Audio Control Panels (pilot/co-pilot) with AA-31 Isolation Control, Co-Pilot Footswitch with Select Switch, Cockpit / Cabin Call Light and 5 Place Aft ICS
- NVG Compatible Instrument and Cockpit Lighting
- 5 David Clark H10-13H Headsets
- 2 Bose Series X Headsets for Pilot & Co-Pilot (paralleled off regular jacks)
- Provisions for CFE Motorola (V276) Cell Phone to Audio System
- GDL-69 Weather Data Link and XM Radio with AAI Tail Fin Cap & Whelen Belly Strobe
- Technisonics TFM-30 VHF / FM Low Band Transceiver
- Technisonics TDFM-6000 011210-3-6148/P400/28 with AMS-6000 VHF FM with 136-174MHz, 403-470 UHF, 806-870 Smartzone & Trunking
- Skytrac ISAT 100 Flight Following System
- Artex 406 C406-1HM ELT with GPS Interface
- Three (3) Color Custom Exterior Paint

GUARANTEES / WARRANTIES

- Guarantees and/or warranties shall be provided for the aircraft, all of its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document.

- Guarantees and/or warranties shall ensure that the helicopter, its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document are free from defect in material or workmanship under normal use and service for a period of at least two (2) years or one thousand (1000) hours of operation, whichever shall occur first. During that guarantee/warranty period, the offeror shall replace or repair parts, which are determined to have been defective, including reimbursement of reasonable freight charges, at no additional cost to the State of West Virginia.
- The new helicopter guarantee and/or warranty period shall commence once customization work has been completed, and the helicopter is placed into service by the State of West Virginia.
- Guarantee and/or warranty documentation shall be assembled by the vendor and made part of the offer.

TECHNICAL SUPPORT

- The criticality of aircraft manufacturer technical support cannot be overstated. The successful offeror shall guarantee that all necessary manufacturer's technical support is available for the aircraft, all of its component parts, systems, subsystems, factory installed accessories and optional items, and any other devices furnished to satisfy the requirements of this document for the life of the aircraft, and at no additional cost to the State of West Virginia.
- Manufacturer's airframe, power plant and other subsystem technical assistance must be available within twenty-four (24) hours of demand.

DELIVERY AND ACCEPTANCE

DELIVERY

Delivery of the helicopter, equipped as specified, shall be made to The State of West Virginia's Aviation Division as soon as possible, but no later than 365 days after awarding the contract.

A Liquidated Damages fee of \$250.00 per day shall be assessed from the successful bidder if they fail to deliver the helicopter to the State of West Virginia within 365 days of the award of the contract.

ACCEPTANCE

Acceptance of the helicopter will be designated by the successful completion of the following process:

- Inspection of all appropriate aircraft records and documentation by a designated aircraft mechanic, and a designated pilot representing the State of West Virginia and a technical representative of the offeror.
- A thorough ground inspection of the helicopter by a designated aircraft mechanic representing the State of West Virginia and a designated technical representative of the offeror.
- A thorough flight test by a designated pilot representing the State of West Virginia to ensure the proper operation of the aircraft, its component parts, systems, subsystems, accessories, optional items, and any other devices furnished to satisfy the requirements of this document.

No monies shall be tendered by the State of West Virginia prior to the acceptance of the helicopter as described in the above paragraphs.

TRAINING

PILOT TRAINING

- Pilot Refresher Training for 7 pilots, shall be conducted at the Bell Helicopter Training Academy, located in Alliance, Texas.
- All pilot training shall include classroom instruction, flight training device (FTD) and flight instruction, as outlined in the Bell Helicopter Training Academy Course Content for the Model 407 Pilot Refresher Course (VFR).
- Bell Helicopter Training Academy aircraft, training aids, classroom facilities, ground school and FTD instructors, and Bell certified flight instructors will be utilized to conduct pilot training.
- The costs of all travel expenses incurred by State of West Virginia's pilots attending Bell Helicopter Textron Model 407 Pilot Initial Qualification Training, to include airfare, ground transportation, and lodging and per diem, will be the responsibility of the State of West Virginia.
- All pilot training, as described in the above paragraphs will be scheduled with the Bell Helicopter Training Academy, in accordance with their published registration procedures, during the period between six(6) months prior to and twelve (12) months after delivery of the helicopter.

AIRCRAFT MECHANIC TRAINING

- The successful offeror shall provide Bell Helicopter Textron Model 407 Field Maintenance Refresher Courses for two (2) A&P mechanics at no additional cost to the State of West Virginia.
- All field maintenance training shall be conducted at the Bell Helicopter Training Academy, located in Alliance, Texas.
- All field maintenance training shall include classroom and shop instruction, as outlined in the Bell Helicopter Training Academy Course Content for the Model 407 Field Maintenance Refresher Course.
- Bell Helicopter Training Academy training aids, classroom facilities, shop facilities and instructors will be utilized to conduct field maintenance training.
- The costs of all travel expenses incurred by State of West Virginia's A&P mechanics attending Bell Helicopter Textron Model 407 Field Maintenance Refresher Courses, to include airfare, ground transportation, and lodging and per diem, will be the responsibility of the State of West Virginia.
- All mechanic training, as described in the above paragraphs will be scheduled with the Bell Helicopter Training Academy, in accordance with their published registration procedures, during the period between six(6) months prior to and twelve (12) months after delivery of the helicopter.

AIRCRAFT MAINTENANCE PROGRAM

The successful offeror shall provide extended warranty services for the aircraft to be acquired. The extended warranty services shall begin at the end of the factory warranty period, as set forth herein and shall include "tip to tail" coverage of all factory installed aircraft components including the engine, transmission and drive train. This extended warranty service shall be inclusive of all parts and exclusive of all labor costs. This optional extended warranty shall be available at an additional cost to the State of West Virginia.

PRICE QUOTATION

Factory New Bell Helicopter Textron Model 407 light single turbine engine helicopter, per the specifications set forth herein. Price for helicopter:

\$ _____.

First year extended factory warranty, per the specifications set forth herein.

\$ _____.

Second year extended factory warranty, per the specifications set forth herein.

\$ _____.

Third year extended factory warranty, per the specifications set forth herein.
\$ _____.

Fourth year extended factory warranty, per the specifications set forth herein.
\$ _____.

The bid evaluation and the ultimate award will be based upon the price offered for the aircraft.
The extended warranty quotations are sought only to establish the price for the extended coverage and will not be considered in the evaluation of the bids.

*****END OF SPECIFICATIONS*****

A F F I D A V I T

013

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: _____