



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
BPH70354

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS
505 CAPITOL STREET, SUITE 200
CHARLESTON, WV
25301 304-558-1218

DATE PRINTED 05/01/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/31/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		155-80		
<p>MEMBRANE SHELTER SYSTEM PER THE ATTACHED SPECS.</p> <p>SYSTEMS TO INCLUDE ALL ACCESSORIES AND ELECTRICAL POWER DISTRIBUTION AND HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) EQUIPMENT, PER THE ATTACHED SPECIFICATIONS.</p> <p>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.</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>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 16, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</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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ADDRESS CORRESPONDENCE TO ATTENTION OF
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**HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218**

DATE PRINTED 05/01/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/31/2007 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV		
				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.		
				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). A. APPLICATION IS MADE FOR 2.5% 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 CORPORA-		

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<p>TION 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 VENDO 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; 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</p>						

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<p>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> <p style="text-align: right;">BIDDER: -----</p>						

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<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> <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>PLEASE NOTE A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----ROBERTA WAGNER/FILE 22-----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO. : ----- BPH70354 -----		
				BID OPENING DATE: ----- MAY 31, 2007 -----		
				BID OPENING TIME: ----- 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 BPH70354 ***** TOTAL:						_____

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“SPECIFICATIONS”**RFQ: BPH70354**

The West Virginia Office of Emergency Medical Services, a Division of the West Virginia Department of Health and Human Resources, Bureau for Public Health, is soliciting bids for the purchase of **one (1) membrane shelter system** (with a width of no less than 18 feet and no greater than 20 feet and a length of no less than 32 feet and no greater than 40 feet) to include all accessories and electrical power distribution and heating, ventilation, and air conditioning (HVAC) equipment.

Requirements:

- **QUANTITIES:** The State will purchase one (1) shelter system as specified.
- **PRICE:** Bid price shall include all costs related to the purchase and delivery of the system, required components to the F.O.B. Destination, and required on-site training.
- **DELIVERY DATE:** Delivery at the final destination is requested within thirty (30) calendar days After Receipt of Order (ARO).
- **DAMAGE/SHIPPING CLAIMS:** Damage to items in transit is the sole responsibility of the Contractor. The Contractor is obligated to file any claims against carrier(s) for any damage incurred while in transit from point of origin to the ultimate destination.
- **GUARANTEE:** All items shall be guaranteed against faulty material and workmanship. All standard items shown in the manufacturer's published specifications for the units proposed is to be supplied as a result of this bid specification.
- **ACCEPTANCE:** Failure of the shelter systems to meet the required specifications or to operate properly in any way will require replacement or repair by Contractor at no expense to the State of West Virginia. Acceptance of the items by the State of West Virginia does not warrant that the items are in perfect working order. The terms of the stipulated Contractor warranty will continue to apply from the date of acceptance.
- **BRAND/MODEL SPECIFIED:** Western Shelter Gatekeeper I (GKI) or equal.
- **OR EQUAL:** When a specific brand/model and the words **or equal** is specified, the intention is to indicate and guarantee a quality level, but not to limit other brands/models. **If a bidder requests approval for an equivalent to the brand/model name specified, the bidder must**

describe their justification in writing and submit with their proposal. Bidders shall justify how the brand/model offered is equivalent to the quality level of the brand/model specified by the State of West Virginia. Failure of the bidder to describe their justification and quality level of the brand/model offered will be grounds to reject the bid as non-responsive. The State of West Virginia has the sole judgment to determine approval or non-approval of a request for an equivalent to the brand specified. A bid will be rejected if the requested equivalent is not equal to or better than the system specified.

- **MANUALS:** Contractor shall supply product manuals at time of delivery that describe setup, operation, and service instructions.
- **PARTS, ACCESSORIES, AND OPTIONAL EQUIPMENT:** As part of any response hereto, the successful bidder shall be required to supply a complete listing (i.e. catalog) of other parts, options, upgrades, replacement parts, and accessories with pricing. Discounts, if applicable, must also be clearly indicated.
- **TRAINING:** Bid price shall include Contractor-provided on-site training in Charleston, West Virginia to include product information, shelter erection and strike, power distribution and HVAC systems.
- **WARRANTY:** Product parts and labor shall be warranted for a **minimum** of one (1) year after delivery and acceptance by the State of West Virginia. Successful bidder shall be required to submit warranty information prior to award.
- **PARTS AVAILABILITY:** The manufacturer **must** guarantee parts availability for a **minimum** of five (5) years.
- **MULTIPLE USES:** Shelter system shall have the ability to be used in a wide variety of configurations as dictated by the situation. Anticipated uses for the shelter include but are not limited to: command post, triage center, staging check-in, medical surge capacity, point of distribution site, mass care, and DMAT/DMORT (Disaster Medical Assistance Teams/Disaster Mortuary Teams) activities.
- **SHELTER COMPONENTS:** One (1) single stand-alone shelter with a width of 18-20 feet and a length of 32-40 feet. Shelter shall have ability to be connected to other shelters, without modification, via vestibule to form larger shelters.
 - Shall include rigid light weight frame constructed of 6063-T5 and 6061-T6 alloys with clear industrial anodized support members.

"SPECIFICATIONS"

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- The exterior shall be durable cover material of at least 14 oz. thermo-welded vinyl with ultraviolet ray and mildew inhibitors and shall meet NFPA-701 standards for fire resistance.
 - Roof trusses shall be of a telescoping nature to minimize packaging.
 - Eave bars and base bars shall lock and unlock into the mainframe with integral spring loaded buttons requiring no tools for assembly.
 - Eave bars and base bars shall have a clear anodized finish. Eave bars shall be of an extruded design to accommodate rigid hook and loop-type strips for the attachment of roof and sidewalls.
 - Upright legs shall lock either up or down with captive locking aluminum pins. Legs shall have a flat foot with provisions for securing to the ground or floor surface. Leg length shall be sufficient to ensure the shelter has a minimum of a full 6-foot vertical sidewall.
 - Shall include one (1) aluminum-framed, fabric covered double doors with a minimum 44-inch width.
 - Shall include one (1) aluminum vent cap system.
 - A minimum of eight (8) clear-view windows (32-38 inches x 32-38 inches) that are fully screened with privacy flaps shall be installed.
 - Shall be equipped with an integral self-sealing floor system using overlapping fabric with hook and loop fasteners.
 - Insulated roof panel shall be thermo-welded to ensure against leakage shall be included.
 - A minimum of two (2) 12" HVAC duct receivers with two (2) 12inch x 20ft duct boots shall be installed.
 - A minimum of six (6) fluorescent lights with dimmer sleeves, internal 110V electrical wiring harness and GFCI (ground-fault circuit interrupter)-protected modular daisy-chained together with outlet boxes (containing a minimum of two (2) outlets) every eight (8) feet shall be included.
 - One (1) high wind tie down bracket and stake kit with pouches shall be supplied.
 - Appropriate travel cases shall be included.
 - One (1) vinyl repair kit shall be supplied.
- **ELECTRICAL POWER AND DISTRIBUTION:** shall consist of:
 - One (1) generator of no less than 36kW (up to 480V) diesel-fueled, with a noise-signature of no more than 65dB(A) at 25 feet with a fuel tank of no less than twenty-five (25) gallons. The generator shall be equipped with one (1) high-amp breaker panel. The generator is to be trailer-mounted with an additional fuel tank of no less than fifty (50) gallons. The trailer shall be equipped with 2" ball hitch and electrical brakes.
 - One (1) 50 Amp power distribution box for use between high-amp power distribution panel and internal shelter wiring harness.

"SPECIFICATIONS"

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Distribution box must include a minimum of the following circuits: six (6) 20-amp 120V GFCI-protected outlets, one (1) 20-amp 240V GFCI-protected outlet, and one (1) 50 amp, 240 volt feed-through.

- One (1) 240V power cable of no less than 50 feet.
 - One (1) 110V power cable of no less than 50 feet.
 - One (1) storage case for power distribution system.
- **CLIMATE CONTROL:** A self-contained and portable HVAC system is to be included with the shelter. The system shall:
 - Be capable of providing a minimum of 3.5 tons of cooling and 42,000 BTU/hr. of heating and include a supplemental 27,000 BTU/hr heat strip.
 - Be UL listed for outdoor use and rated at 230V, single-phase power.
 - Include two (2) 20' ducts, one (1) intake boot, and one (1) discharge boot.
 - Include one (1) full-framed, wheeled transport cart with vinyl cover.
 - **EASE OF SETUP:** Shelter system must be able to be erected in remote areas without use of specialized equipment, ladders or tools, with no more than four (4) people in less than 90 minutes.
 - **COMPATIBILITY WITH FEMA EQUIPMENT:** Shelter system must include vestibules which will allow positive connections to FEMA (Federal Emergency Management) and the National Disaster Medical System's DMAT and DMORT shelters without compromising isolation capabilities.
 - **ALL WEATHER CAPABLE:** Shelter system must have proven record to withstand 50 mph sustained wind loads, 6" snow loads, heavy rain (2" per hour), and cold temperature extremes to -30F without compromising structure or effectiveness or primary mission.
 - **SELF-CONTAINED:** Shelter system must be self-contained in regards to electrical and HVAC.

COST EVALUATION SHEET FOR RFQ BPH70354

Description	Quantity	Unit Cost	Total Cost
Stand-alone membrane shelter system.	1		
36kW (up to 480V) diesel-fueled	1		
50 Amp power distribution box	1		
50ft 240V power cable	1		
50ft 110V power cable	1		
storage case for power distribution system	1		
self-contained and portable HVAC system	1		
GRAND TOTAL:			

STATE OF WEST VIRGINIA
Purchasing Division012**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 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: 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: _____