



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
EBA096

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400**

DATE PRINTED 11/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/06/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		880-20		
				HIGH DEFINITION NON-LINEAR INTEGRATED EDITING SYS.		
0002	1	EA		962-24-00-000		
				SHIPPING COST.		
<p>PROVIDE AND DELIVER ONE (1) HIGH DEFINITION NON-LINEAR INTEGRATED EDITING SYSTEM, AVID ADRENALINE OR EQUAL TO WEST VIRGINIA PUBLIC BROADCASTING, 124 INDUSTRIAL PARK DRIVE, BEAVER, WV 25813 PER THE ATTACHED SPECIFICATIONS</p> <p>TECHNICAL QUESTIONS: PLEASE CALL MIKE FIZER @ 304-254-7847.</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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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,</p>						

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				<p>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 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</p>		

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<p>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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

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				CHARLESTON, WV 25305-0130		
<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: 32</p> <p>RFQ. NO.: EBA096</p> <p>BID OPENING DATE: 12/06/2006</p> <p>BID OPENING TIME: 1:30 PM</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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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EBA096 ***** TOTAL:						_____

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(1) High definition non-linear editing system (Avid Adrenaline)
The editing system is to be integrated by the vendor into WVPBS editing suite in Beckley, West Virginia.

The system is to be installed and fully tested at the WVPB studio in Beckley, West Virginia.

The vendor must provide all cabling to hook up the system. Cables and connectors are to be of "broadcast quality" and completely labeled.

The digital high definition non linear editing system is described on the following specification sheets.

AVID NON-LINEAR EDITING SYSTEM
West Virginia Public Broadcasting

SPECIFICATIONS

A	<p>Avid Media Composer Adrenaline System with DNxcel Board, or equivalent</p> <p>Video I/O - Standard Definition</p> <ul style="list-style-type: none"> SMPTE 259M SDI serial digital I/O Component YPbPr, S-Video, and composite I/O DV I/O with real-time analog-to-DV and DV-to-analog conversion Uncompressed PAL and NTSC ITU-R-601 formats Sync reference input Serial deck control (via the CPU) and 1394 deck control <p>HD Support</p> <ul style="list-style-type: none"> Avid DNxcel™ Board Capture and output via HD SDI 292 I/O, DVI and component HD out with HD tri-level sync Avid DNxHD encoding (10-bit and 8-bit 4:2:2) maintains full resolution (no sub-sampling), raster mode, frame rate, and aspect ratio Support for 1080i at 59.94, 50 fps; 1080p at 25, 24, 23.976 fps; 720p at 59.94, 23.976 fps Planned for future release: 720p at 50 Native DVCPRO HD support Native HDV support <p>Audio</p> <ul style="list-style-type: none"> 48 kHz, 44.1 kHz, and 32 kHz (hardware supports up to 96 kHz) 16 or 24-bit resolution 8 channels ADAT audio I/O or stereo Toslink optical S/PDIF 4 channels AES/EBU digital audio I/O 4 channels RCA analog audio inputs 4 channels XLR analog audio inputs Separate stereo monitor output Real-time audio sample rate conversion 4 channel Audio Punch-in with low latency monitoring Real-time audio mix to picture Built-in audio pass-through mixer for extra monitoring control Support for Digidesign AudioSuite plug-ins Real-time multiband EQ SmartSound Sonicfire Pro for easy, customized music soundtrack creation HD and SD embedded audio over SDI <p>Avid Media Composer Adrenaline Software Features</p> <ul style="list-style-type: none"> 10-bit capture, edit, effects, and output for both SD and HD Flexible codec library to support DV, IMX, SD, and HD in a single timeline. Native DVCPRO HD and DVCPRO 50 support (IEEE 1394 capture / output) Native HDV support Powerful real-time architecture allows up to 11 streams of uncompressed SD video (more streams possible at lower res) DI offline capabilities for file-based workflows SpectraMatte™ chroma keyer featuring SpectraGraph™ AVX 2 support for more robust plug-ins Full/Draft Quality mode for maximum performance Multiprocessor optimized 		
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Editing Features

- Mixable resolutions in timeline
- Real-time Multicam (9 screens SD, 3 screens HD)
- Motion Tracking and Stabilization featuring SteadyGlide™
- Compatible with ABVB AVRs and Meridien JFIF
- Media consolidate and transcode between resolutions
- 24 video and audio tracks (unlimited video layers via nesting)
- 24 MetaSync™ tracks
- Full Film Composer® toolset
- Uncompressed effects independent of clip resolution
- Real-time equal power audio dissolves
- 4:3 and 16:9 support
- DV Scene extraction
- Long GOP Splicing
- Support for 24P normal and advanced pulldown capture
- PAL 24P and 25P
- Video Archive
- Edit while capture (Avid Unity MediaManager required)
- 23.976, 24, and film editing with 24 to 23.976 sequence conversion
- Normal pulldown capture over IEEE-1394 for 24fps projects

Digital Video Effects + Compositing

- Native 10-bit Boris Continuum Complete effects and filters
- Real-time customizable 3D effects, including Warp, Picture-in-Picture, Corner Pinning, Shapes, Video Titles
- Real-time Dissolves, Superimposition, Resize, Flips, Flops, Wipes, Conceals, Squeezes, Masks, and Picture-in-Picture
- Panasonic Varicam off-speed support
- Real-time Moving Mattes
- Real-time Chroma and Luma keys
- Real-time full-motion alpha keying
- Nondestructive compositing on unlimited layers
- Customizable rampable motion effects UI including FluidMotion™
- FluidFilm for film look in 50i and 60i material
- Supports all AVX™ 1.5 & AVX 2.0 plug-ins including 3rd party real-time plug-ins
- ExpertRender™ renders just the effects needed
- Intraframe™ Paint, AniMatte™, Scratch Removal
- Pan & Zoom creates video from high-res stills
- Deep Defocus, blur, mosaic
- Reformat tools for aspect ratio management
- SpectraMatte™ high quality keyer featuring SpectraGraph™

10 bit Color Correction

- Real-time professional-level color correction tools
- Patent-pending One Step AutoCorrect
- Patented NaturalMatch™ for easy tone matching
- Real-time keyframeable color effects
- Three-monitor color correction windows
- ChromaCurve™ and ChromaGraph display
- Advanced Waveform and Vectorscope monitors
- Split-screen client monitoring

Integrated Titling and Graphics

- Real-time uncompressed graphics and titles
- 2D and 3D titling including Marquee
- Rolling and crawling titles
- User-savable title style sheets

Streamlined Interoperability and Workflow

Support for Avid Studio Toolkit (Avid FX, Avid DVD, and Avid 3D)
 Fully supported by the Avid Unity family, including collaborative environments with Avid Unity MediaManager, and Avid Unity TransferManager
 Edit while capturing media from AirSpeed
 Total Conform of bins, sequences, edits, composites, audio settings, effects, and Avid media with Avid Xpress®, Media Composer, Film Composer®, and Symphony™ systems
 Advanced conform with Avid DS Nitris™ systems with AFE
 Sony XDCAM support including MPEG proxies and IMX
 Panasonic P2 support
 AAF import/export
 MXF or OMF native media
 Windows Media HD and SD encoding
 Longitudinal Time Code (LTC) output
 Photoshop layers and After Effects support
 24-bit audio file compatible with Digidesign Pro Tools® system
 Remote control play and capture

Project Management/Asset Management

Multilevel find, sift, and sort functions
 Frame, script, and text views
 Script-based editing interface
 Unlimited number of bins
 Media Consolidate feature
 Folder hierarchy (nestable folders) within Project Window
 Advanced project accounting tools
 User, project, and site settings
 Ability to lock media
 Supports Avid Unity MediaManager for facility-wide search and display and local or remote asset management

Encoding for Web + Interactive Delivery

Encoding of WMV HD and Windows Media 9, H.264 MPEG4, MPEG 1&2, QuickTime, Flash, and RealMedia
 WMV HD for high definition content on today's DVD-ROMs
 Push-button export of Windows Media (ASF), QuickTime 7.0 , and MPEG-2
 QuickTime Reference Movie output
 Sonic DVDit
 Sorenson Squeeze
 SmartSound SonicFire Pro
 Boris Continuum Complete
 Noise Industries Factory Tools

Networking + Storage

Full Avid Unity MediaNetwork and Avid Unity ISIS support for real-time performance in a connectivity, shared storage, media protection, and network security collaborative environment

Supports Avid Unity TransferManager (either standalone or in conjunction with Avid Unity MediaNetwork and Avid Unity MediaManager) to move media transparently between Media Composer systems and any CPU, anywhere

Supports the full range of Avid's Local Storage products for fully tested solutions with guaranteed performance

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Amount</u>
B	Computer Workstation - HP xw8200, or equivalent Dual 3.4 GHz Xeon, Win XP Pro with SP2, NVIDIA FX1400, 3 GB RAM, 160 GB drive, DVD R/CD RW drive, Firewire Host Adaptor	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
C	PC Cable Kit for Avid Adrenaline PC cable kit includes deck control, S-video, component video, analog audio to digital audio cables, a pair of serial digital video cables, and a pair of speaker cables.	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
D	Dual 19" Flat Screen Monitors	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
E	Single 24" High Definition Flat Panel Monitor	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
F	Dual 110v M-Audio Speakers	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
G	Media Storage Avid VideoRAID RTR320X- 2.5TB raw (2.0TB usable) 10 bay rackmount/desktop enclosure with (10) 250GB ATA drives, 2 RAID controllers, 2 power supplies	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
H	5.0M 68p VHDCI-68p HD Cable Connects the VideoRAID or MediaDock Ultra320 to the on-board U320 on the HP xw8200	2		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
I	Avid Studio Toolkit Includes Avid DVD, Avid 3D and Avid FX	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
J	Avid Assurance/Support One year of technical support and software updates. Telephone support from 9:00am - 9:00pm Eastern Time.	1		_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Price</u>	
K	Service, System Installation/Configuration, Without Expenses			_____
L	Avid Travel Expenses			_____

TOTAL \$ _____

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: _____