

VENDOR

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

## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON -304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

8 H -P T O DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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BID OPENING DATE	:	08/01/	2007			BID	OF	PENING TIME	01:30P	М
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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 Viginia 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

### **SPECIFICATIONS**

The following sections of the West Virginia Department of Highways Standard Specifications Roads and Bridges, as modified by any current Supplemental Specifications shall apply to the administration of this contract: 101, 102.4, 102.5, 105.1, 105.4, 105.10, 105.11, 105.12, 105.13, 105.17, 107.1, 107.2, 107.3, 107.5, 107.6, 107.7, 107.12, 107.14, 107.19, 107.20, 108.8, 109.2, 110.1, 110.2, and 110.3

West Virginia Department of Highways, Standard Specification Roads and Bridges, may be obtained from:

Engineering Division, Technical Section Room A-650 West Virginia Division of Highways State Capitol Complex, Building 5 Charleston, West Virginia 25305 Phone: 304-558-2885

### **PURPOSE OF CONTRACT**

The State of West Virginia, Division of Environmental Protection's REAP Section and the West Virginia Division of Highways, needs a contract for managing waste tires generated during open dump cleanup projects and adopt-a-highway projects and those generated by DOH in their fleet management operations. As a result of the June 1, 1996 legislative mandate to ban tires from disposal in landfills, a safe, cost effective option for managing waste tires is needed. The DEP/DOH recognizes the need to properly manage the disposition of waste tires generated during state sponsored cleanups and by the DOH fleet in their day to day operations. Any option proposed by a qualified vendor must be in compliance with West Virginia's Waste Tire Management Rule, 33CSR5, which became effective June 2, 1996. A copy of this rule can be obtained by contacting the Secretary of State's Office at 558-6000.

### SCOPE OF WORK

The DOH will identify location sites on their property where the successful vendor will place enclosed box trailers for the purpose of temporarily storing waste tires from cleanups. The minimum size box trailer must be capable of holding at least 80 cubic yards (40' x 7 1/2' x 7 1/2') of stacked tires (approximately 1100 passenger car tires equivalents). The unit price of this contract will be per cubic yard. The vendor will furnish heavy-duty locks for each trailer, all keyed alike and will furnish the DEP & DOH 3 keys each per lock. It is the intent of this contract to fill each trailer over time and to call the successful vendor when a trailer is full. After receiving the call the successful vendor must have the full trailer removed and an empty trailer in its place within 5 days.

Tires from cleanups can be muddy and may be wet. DEP/DOH is not responsible for cleaning trailers or for any water damage to trailers. DEP/DOH intends to hand-load trailers in order to maximize capacity and assure that waste tires are placed in an orderly manner. Trailers must be in good working order. DEP/DOH is not responsible in any way for the trailer including vandalism. Every effort will be made to place trailers in a secure area.

## RECORDKEEPING REQUIRMENTS

The DEP and DOH shall be responsible to record the number of waste tires placed in the box trailer by each agency. This information shall be recorded on a log sheet posted on the inside of each box trailer and the data shall be entered by the agency representative each time waste tires are placed in the box trailer. The completed log sheet shall be removed from the box trailer and kept in a permanent file at the DOH location prior to the removal of a loaded box trailer by the vendor. A copy of the log sheet shall be provided to the DEP and the vendor each time prior to the removal of a loaded box trailer. The vendor shall be responsible to submit a quarterly report to the WVDEP, Solid Waste Management 7 Environmental Restoration Section at 601 57th Street, SE, Charleston, WV 25304. This report shall include, at a minimum, the following information: Name, address, telephone number and certification motor carrier identification number of the vendor (waste tire hauler), number of waste tires hauled from each DOH location and the name, address and telephone number of the waste tire monofill, storage cell, waste tire processing facility or other approved facility to where the waste tires were hauled by the vendor (inside or outside the State of West Virginia).

### **TERMS**

- 1. DEP Division of Environmental Protection-Office of Waste Management or its authorized representative.
- 2. DOH Division of Highways or its authorized representative.
- 3. Waste tires For the purpose of this contract, means automobile and truck tires or parts thereof which have been illegally or improperly stored or disposed and are subject to be cleaned up by DEP/DOH and tires generated by DOH during its day to day operations.
- 4. Vendor Any potential company which would bid on this RFQ. Also includes the terms "apparent low bidder" and "successful bidder" which will be further identified as a waste tire hauler.
- 5. Tire disposal Any legal method disposing of waste tires or parts thereof.
- 6. Tire recycling Includes any approved method for reusing the components of a tire. Can be either a mechanical or chemical process.

7. Trailer Rental Rate - Trailers will only be spotted at each location or site at the District's request. A monthly rental rate may be charged for each trailer at each location after one month and for each month and/or prorated part of a month thereafter until the trailer is removed by the vendor. The rental rate per month can only be charged after a trailer has been located at a site or location for one month or longer and has not been moved.

### **SECURITY**

All trailers will remain locked except during loading/unloading. Only DOH, DEP and their authorized contractors will have keys to the trailers. The general public will not have access to the trailers nor will the trailers be available to any party other than DEP and DOH. The loading of tires into trailers by DOH, DEP and their authorized contractors will be limited to 8:00 am - 4:00 pm, Monday through Friday unless other arrangements are made with the DOH. Trailers will not be parked closer than 50 feet from any structure.

### **INVOICING AND PAYMENT**

Posted on the inside of each trailer will be a log sheet which will identify the source of the waste tires. It is the DOH's responsibility to use this log sheet to properly account for the tires for billing purposes.

The vendor will submit each invoice, not more frequently than monthly, to the DOH at the following address:

Division of Highways Building 5, Room A-221 1900 Kanawha Blvd., East Charleston, WV 25305-0430

The DOH will bill the DEP for its share of each invoice and the DEP will reimburse, by IGT, the DOH for its share of the cost.

### **BIDDING AND AWARD**

Each perspective bidder may bid on any or all locations. Each location will be awarded to the lowest compliant bidder for that location. The bidding schedule 1 for specific location containing the 12 locations per cy will be for a trailer to be left at that specific location until the contractor is requested to remove it and replace it with another trailer. The lowest compliant bidder for each of the 12 locations will be determined by adding the monthly rental rate divided by 10 to the per cy bid.

The bidding schedule 2 containing the 12 locations with mobilization per each, mobilization per mile, per cy and, if applicable, monthly rental rate or prorated part thereof will be for trailers to be spotted at sites specified by the Division of Highways or The Department of Environmental Protection for tire pile remediations.

The lowest compliant bidder for each location will be determined by multiplying the per cy price by 100, the per mile price by 50, adding the mobilization charge per each and the monthly rental rate. The bid for that location will be awarded to the bidder with the lowest sum under this formula.

The mobilization charge per each, the per mile charge for the miles from the location to the specified site, and the per cy price for the cubic yard capacity of the trailer and, if applicable, the monthly rental rate or prorated part of a month thereof will be paid for each trailer mobilized to a specified site.

## BIDDING SCHEDULE 1 FOR SPECIFIC LOCATION

Location	D-1 Headquarters bid: \$	per cy.
	(Charleston) Trailer Rental bid: \$	permonth
Location 2	Cabell County Headquarters bid; \$ - (Huntington)	per cy.
	Trailer Rental bid; \$	<u>. Jermonth</u>
Location 3	Wood County Headquarters bid: \$ (Parkersburg)	er cy.
	Trailer Rental bid: \$	er month
Location 4	D-4 County Headquarters bid: \$ (Clarksburg)	per cy.
	Trailer Rental bid: \$	<u> </u>
Location 5	D-5 Headquarters bid: \$ (Burlington)	per cy.
	Trailer Rental bid: \$	er month
Location 6	D-6 Equipment Shop bid: \$ bid: \$	per cy.
	Trailer Rental bid: \$	per month
Location 7	Lewis County Headquarters bid: \$ (Weston) Trailer Rental bid: \$	per ey.
		per month
Location 8	D-8 Headquarters bid: \$ (Elkins) Trailer Rental bid: \$	per cy.
	an record on the record of the septimental and the septiment of the septim	per month
Location 9	D-9 Equipment Shop/Greenbrier bid; \$ County Headquarters Trailer Rental bid: \$	per cy.  per month
	article (and a Section and a s	
Location 10	D-10 Headquarters bid: \$ (Princeton) Trailer Rental bid: \$	per cy.
		mandedning for reliable millionism 2
Location 11	Berkeley County Headquarters bid: \$ (Martinsburg) Trailer Rental bid: \$	per cy.
Location 12	Corridor G Subheadquarters, bid: \$ Miller Creek, Mingo County Trailer Rental bid: \$	per cy.

# BIDDING SCHEDULE 2 FOR ADDITIONAL TRAILER OR TRAILERS SOMEWHERE WITHIN LOCATION ENTHROUGH 12

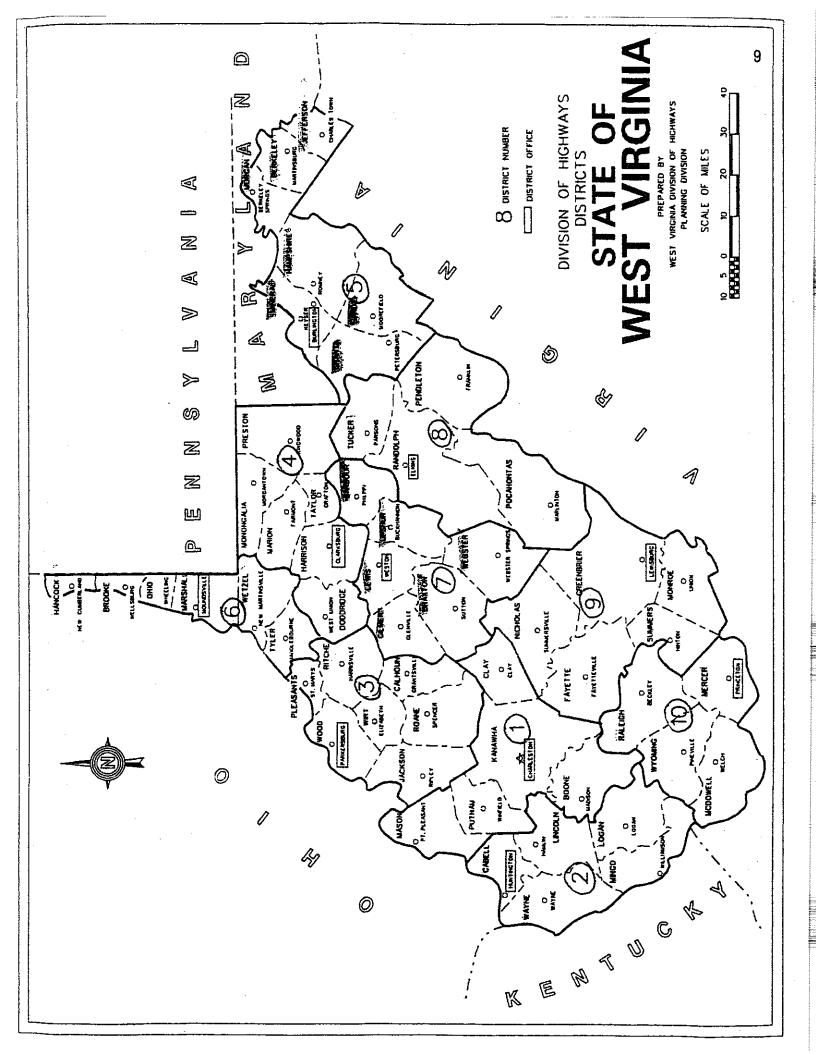
To Location 1	D-1 Headquarters (Charleston)		
	Mobilization per trailer to Location 1	bid: \$	per each
	Mobilization per mile from Location 1 Site	bid: \$	per mile
		bid: \$	per cy
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Trailer Rental	je bid: . \$	per month
To Location 2	Cabell County Headquarters (Huntington)		
	Mobilization per trailer to Location 2	bid: \$	per each
	Mobilization per mile from Location 2 Site	bid: \$	per mile
Lar by sector Section 6		bid: \$	per cy
	Trailer Remai	- bid: S	per month
To Location 3	Wood County Headquarters (Parkersburg)		
	Mobilization per trailer to Location 3	bid: \$	per each
	Mobilization per mile from Location 3 Site	⊯ bid: - \$ <u></u>	per mile
		bid: \$	per cy
	Trailer Rental	- bid: \$	per month
To Location 4	D-4 County Headquarters (Clarksburg)		
- VANDAUS ANNESTE BETTANDE SE SENE VANDAUS REGES TO BUILD SANS	Mobilization per trailer to Location 4	bīd: \$	per each
	Mobilization per mile from Location 4 Site	bid;\$	per mile
	The state of the s	iii bid: - \$⊪iii	per ey
	Trailer Rental	bid: \$	per month
To Location 5	D-5 Headquarters (Burlington)		
	Mobilization per trailer to Location 5	bid: \$	per each
	Mobilization per mile from Location 5 Site	_ bid: \$	per mile
		- bid: \$	ner cy
	Trailer Rental	- bid: \$	per month
To Location 6	D-6 Equipment Shop (Triadelphia)		
	Mobilization per trailer to Location 6	- bid: \$ -	per each
	Mobilization per mile from Location 6 Site	bid: \$	e s per mile
		bid: \$	per cy
	Trailer Rental	<b>bid:</b> \$	per month
To Location 7	Lewis County Headquarters (Weston)		
	Mobilization per trailer to Location 7	bid: \$	per each
	Mobilization per mile from Location 7 Site	bid: \$	per mile
THE CONTRACTOR OF THE PROPERTY		bid: \$	percy
	Trailer Rental	_ bid: \$	per month

# BIDDING SCHEDULE 2 FOR ADDITIONAL TRAILER OR TRAILERS SOMEWHERE WITHIN EOCATION 2 THROUGH 2 (CONT.)

To Location 8	D-8 Headquarters (Elkins)			
	Mobilization per trailer to Location 8	- bid:	\$	per each
i verugerer i gaberen i 1866 a. Legi er gaberen interes	Mobilization per mile from Location 8 Site	bid:	\$	per mile
ara viet and o't apperrung in o'd land an o't light o'd translation for alligh		_bid;	\$	per cy
-2.03	Trailer Rental	- bid:	. <b>S</b>	per month
To Location 9	D-9 Equipment Shop/Greenbrier County He	adquai	ters	
	Mobilization per trailer to Location 9	bid:	<b>S</b>	pereach
para anggaranna (Kanada) (Kanada) Kanada (Kanada) (Kanada) (Kanada) (Kanada)	Mobilization per mile from Location 9 Site	bid:	\$ 12.	per mile
A - A SPACES GEOMETIKS SCHOOLSING A - A STACK SALIBBOAR ASANS, JA	n di kan di pangganakan di panggan di pangga Banggan di panggan di p	bid:	\$	per cy
	Trailer Rental	- bid:	\$ .	per month
To Location 10	D-10 Headquarters (Princeton)			
	Mobilization per trailer to Location 10	bid:	\$	per each
	Mobilization per mile from Location 10 Site	bid:	\$	per mile
		bid:	Š	регеу
	Trailer Rental	bid:	\$	per month
To Location 11.	Berkeley County Headquarters (Martinsburg	j)		
	Mobilization per trailer to Location 11	bid:	intigerar ir un me	per each
	Mobilization per mile from Location 11 Site	bid:		per mile
		⊸bid:		per cy
	Trailer Rental	, bid:		per month
To Location 12	Corridor G Subheadquarters, Miller Creek, N	lingo I	Sounty	
	Mobilization per trailer to Location 12	bid:		per each
	Mobilization per mile from Location 12 Site	TENNESCH TENNESCH		per mile
		-bid:	S	per cy
The property spines of the sign	Trailer Rental	bid:	\$	per month
	•			
This price is for the	e West Virginia Division of Highways to haul wh	ole wa	ste tires	and/or waste tire
parts to a site for p		-10 Ha	11100	unate music the

All sites will be awarded.

Per Ton \$ \_\_\_\_\_



#### EXHIBIT 6

PRICE ADJUSTMENT PROVISION:

THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE

BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.

#### PREFERRED TERMS:

IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.

IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.

#### ALTERNATE TERMS:

(	)	THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE
		CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.
(	)	THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:
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# Pre-Bid Conference

# SIGN IN SHEET

[Please Print]

Request for Proposal No.: 66700031 Date: 7-16-07				
Firm & Representative Name	Mailing Address	<u>Telephone &amp;</u> FAX Numbers		
1. Ray Kincaid West Virginia Tire Dep	POBOX 786 Summersville WV2667	т: <u>(304) 872-17</u> 93 И F <u>(304) 872-8</u> 324		
2. Carl N. Graybeal West Virginia Tire D.	11 11	T: <u>304-872-1793</u> F: <u>304-872</u> 83224		
	PO Box 915, Main St Rainelle, UN 26655			
4. Paul Chinastdet RA Resources	32 Market St. Hurricans W 26526	T: (204) 634 2854		
5. CHARLES PASS PRSSTEM TIME.	15 1 804 1352 14 804 1352	F:		
6. RANDAIL E. ZAROMAN TIPS + RUbber DIC	UPSTON, WY 26452	F: 304-269-0093		
7. Angre Moorman	Do H	T: F:		
8. Jim Ryss	DoH	T: F:		
9.		T:		
10.				

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

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RFQ No.

66700031

# STATE OF WEST VIRGINIA Purchasing Division

# **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 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:

Purchasing Attidavit (Revised 04/15/07)