



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
DEFK8056

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/22/2007				

BID OPENING DATE: **09/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY NATIONAL GUARD TO PROVIDE TWO (2) METAL POLE BUILDINGS. MANDATORY ON-SITE PREBID: 9/6/2007; 10:00 AM&2:30 PM. 10:00 AM - USPFO, 50 ARMORY ROAD, BUCKHANNON, WV 2:30 PM - CAMP DAWSON, 240 ARMY ROAD, KINGWOOD, WV ATTACHMENTS: 1. SPECIFICATIONS 2. BID FORM 3. PURCHASING AFFIDAVIT QUESTIONS REGARDING THIS REQUEST FOR QUOTATION MAY BE SUBMITTED VIA EMAIL TO: JOHN ABBOTT AT JABBOTT@WVADMIN.GOV OR PHONE (304) 558-2544 WV ARMY NATIONAL GUARD RESERVES THE RIGHT TO AWARD THIS CONTRACT IN WHOLE OR IN PART, SHOULD IT BE IN THE BEST INTEREST OF THE STATE.		
0001	2	EA		155-12		
				BUILDINGS, PREFABRICATED (UNDER 500 SQ. FT.)		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR APPLICABLE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p>						

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<p>ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
	NO. 1	.....	.....	.....
	NO. 2	.....	.....	.....
	NO. 3	.....	.....	.....
	NO. 4	.....	.....	.....
	NO. 5	.....	.....	.....
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
.....					SIGNATURE	
.....					COMPANY	
.....					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						
***** THIS IS THE END OF RFQ DEFK8056 ***** TOTAL: _____						

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Camp Dawson and USPFO Pole Buildings
The Adjutant General's Department (WV Army National Guard)
DEFK 8056

1.0 INTRODUCTION

The WV Army National Guard is soliciting for the construction of 2 buildings.

2.0 Location

Building 1 is located at 240 Army Road, Camp Dawson, Kingwood, WV 26537

Building 2 is located at 50 Armory Road, Buckhannon, WV 26201

3.0 SCOPE / OBJECTIVE

The intent of this project is to construct two (2) insulated metal clad pole buildings 40' wide by 160' long with a 20' eave height. The buildings will contain five bays; a center bay 40' X 40' and two bays on each end that are 40' X 30'.

4.0 REQUIREMENTS AND SPECIFICATIONS.

4.1 General

4.1.1 Construction will follow all national and state building codes.

4.1.2 The developed and approved design will be utilized for all construction.

4.1.3 All construction will result in a complete and functional system unless noted otherwise.

4.1.4 All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual. All construction activities on site will be a hardhat area and marked as such.

4.1.5. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats are to be made available for personnel visiting site.

4.1.6. Fueling and open flame: Any operation will be maintained in accordance with OSHA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.

4.1.7 Cleanup is required daily. No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Crushed pavement, gravel and clean soil may be relocated within Camp Dawson with the Post Commander's permission.

4.1.8 Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.

4.1.9 Any damage to structure, contents, and surrounding grounds will be repaired or replaced by the contracted construction firm.

4.1.10 The contractor shall not use WVARNG facilities without prior approval; this includes dumpsters, restrooms, phones, or utilities.

4.1.11 Contractor shall coordinate storage of materials and equipment park locations with the WVARNG.

4.1.12 Camp Dawson is a secure installation. Coordination must be made for all personnel, equipment, materials, deliveries, and sub-contractors entering Camp

Dawson. A government issued picture ID such as a driver's license is required. All personnel and vehicles are subject to search.

4.1.13 All work will be supervised. The WVARNG will be provided the name of the on-site person in charge with a means of immediate contact.

4.1.14 The contractor is responsible for paying current and applicable prevailing federal wage rates and providing certified payrolls as directed.

4.1.15 In accordance with FAR 11.504(b) and DFARS 211.504(b), liquidated damages will be assessed for each calendar day required to complete the construction work on this project past the scheduled completion date. The contractor has complete control of the pace of work. Liquidated damages shall be assessed at a rate of \$1,345.13 as follows:

Itemized Costs

ITEM	Daily Costs	Notes
Project Management		
Project Manager	\$ 412.39	Based upon 8 hours per day at \$51.55/hr
Transportation Costs	\$ 131.25	Based upon 350 miles round trip at \$.375/mile
Subtotal cost per Day	\$ 543.64	
Procurement		
Contracting Officer	\$ 412.39	Based upon 8 hours per day at \$51.55/hr
Contract Administrator	\$ 340.35	Based upon 8 hours per day at \$42.54/hr
Transportation Costs	\$ 48.75	Based upon 130 miles round trip at \$.375/mile
Subtotal cost per Day	\$ 801.49	
Total for Liquidated Damages	\$ 1,345.13	

4.2 Project Specific

4.2.1 Frame

4.2.1.1 Frame is to be 6" X 6" pole beam construction consisting of three 2 X 6 laminated, treated, and in ground.

4.2.1.2 Headers are to be 2" X 10" laminated beams.

4.2.2 Panels

4.2.2.1 Interior and exterior walls are to be 2' on center framed construction insulated with 3" commercial grade fiberglass blanket laminated to a protective vinyl barrier facing with vapor barrier for dry storage.

4.2.2.2 There is to be a continuous perimeter edge ("rat-guard").

4.2.2.3 Exterior Panels are to be pre-painted 29 gauge exterior sheeting with 45-year warranty (WVARNG to select standard color).

4.2.2.4 Interior panels on all interior walls are to be Smartpanel II or like material with 30-year warranty (submittal required if not Smartpanel II) (WVARNG to select standard color).

4.2.3 Roof

4.2.3.1 The roof pitch is to be 4:12 with trusses 2' on center.

4.2.3.2 Roof sheeting is to be 24 gauge pre-painted Galvalume (WVARNG to select standard color).

4.2.3.3 Translucent panels will be installed so that each training bay has two skylights (Provide submittal prior to construction).

4.2.3.4 The roof is to be insulated with a 6" commercial grade fiberglass blanket laminated to a protective vinyl barrier facing.

4.2.4 Trim

4.2.4.1 Trim is to be a deluxe trim package.

4.2.4.2 Gutters to ground at all eaves with ice breaks above doors.

4.2.5 Doors

4.2.5.1 Roll up doors are to be un-insulated commercial grade 26 gauge steel 16 feet wide by 18 feet tall, manually operated, with one per 30' X 40' bay for Building 1 (4 Total) and one per all bays for Building 2 (5 Total) (WVARNG to select standard color).

4.2.5.2 One 10' high by 10' wide manually operated slide door will adjoin the two 30' X 40' bays in Building 1 (2 Total); Building 2 will have 2 additional to connect each side of the 40' X 40' Bay to the others (4 Total) (WVARNG to select standard color).

4.2.5.2 Walk doors will be 18 gauge galvanized steel with a sound resistant filler (WVARNG to select standard color).

4.2.5.3 Single doors will be type "LV", 3 feet wide by 7 feet tall with two for each bay and one in the partition wall between the 30' X 40' bays for Building 1 (9 Total); Building 2 will have 2 additional to connect each side of the 40' X 40' Bay to the others (11 Total) .

4.2.5.4 Double doors type "G" and 6 feet wide by 7 tall will be placed in both partition walls of the 40' X 40' bay of Building 1 (2 Total).

4.2.6 Windows are to be 3 feet wide by 4 feet tall single hung, double glazed, with four in the 40' X 40' bay of Building 1 (4 Total) (WVARNG to select standard color); Building 2 has no windows.

4.2.7 Two overhangs consistent with the roofline are to be extended 6 feet from the building and be 6 feet wide and located over the 30' X 40' bay exterior walk doors.

4.2.8 ADD/ALT ITEMS:

4.2.8.1 Floor: Bay floors are to be 4500 psi concrete for forklifts with hard wheels, have caulked expansion / contraction joints at 10' to 15' intervals, be smooth, sealed, poured on a 10mil polyethylene vapor barrier on a 4" crushed stone base, and have 10 LF of drop drain with cleanout and appropriate grid cover in each 30' X 40' bay.

4.2.8.2 Entry Ramp: The floor will extend to the exterior 20' beyond each roll-up door and be 16' wide (4 for Building 1, 5 for Building 2).

4.2.8.3 Sidewalk: A 3' X 160' sidewalk will extend the front of the building and be of the same design as the floor and be integrated with entry ramps.

5. DATES

Mandatory Prebid Conference

09/06/07;10:00AM – Buckhannon, WV
2:30 PM – Kingwood, WV**6.0 MEETINGS AND REVIEWS**

6.1 Mandatory Pre-bid Conference: A mandatory pre-bid conference shall be conducted on the date specified above at the Drill Hall of the Buckhannon Armory on 50 Armory Road, Buckhannon, WV. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

6.2 Prior to initiation of work, the contractor shall meet with the WVARNG. The Contractor will provide weekly updates to Post Engineering during contract period.

7.0 WVARNG FURNISHED INFORMATION AND MATERIAL

The WVARNG will provide assistance to facilitate construction, but no materials.

8.0 PERIOD OF SERVICE

All work performed under this statement of work is anticipated to start and be completed within 6 months upon receipt of notice to proceed.

9.0 FINAL INSPECTION AND ACCEPTANCE

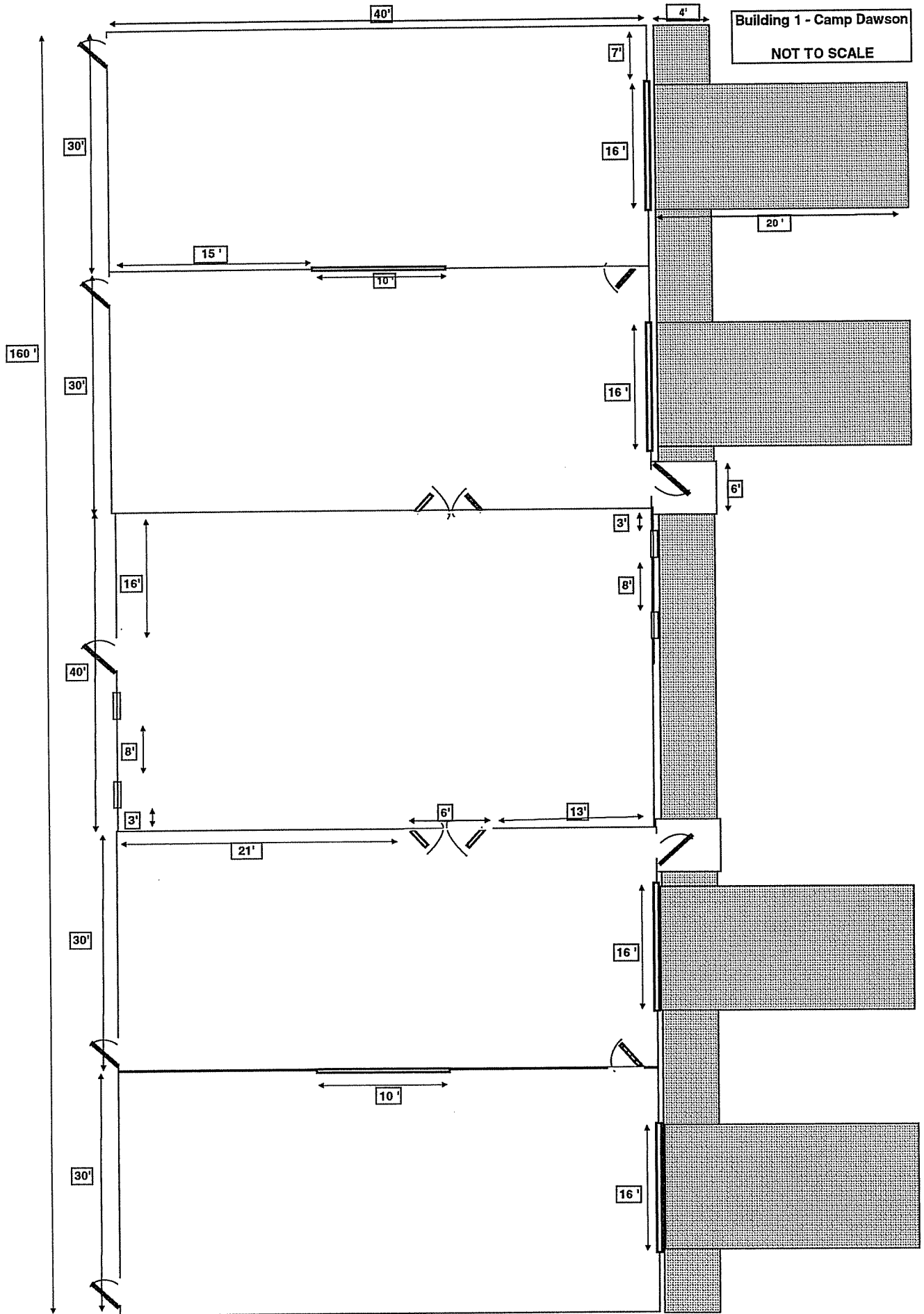
CPT Jeffrey C. Franklin III, Post Engineer, will inspect and accept all work performed under this statement of work.

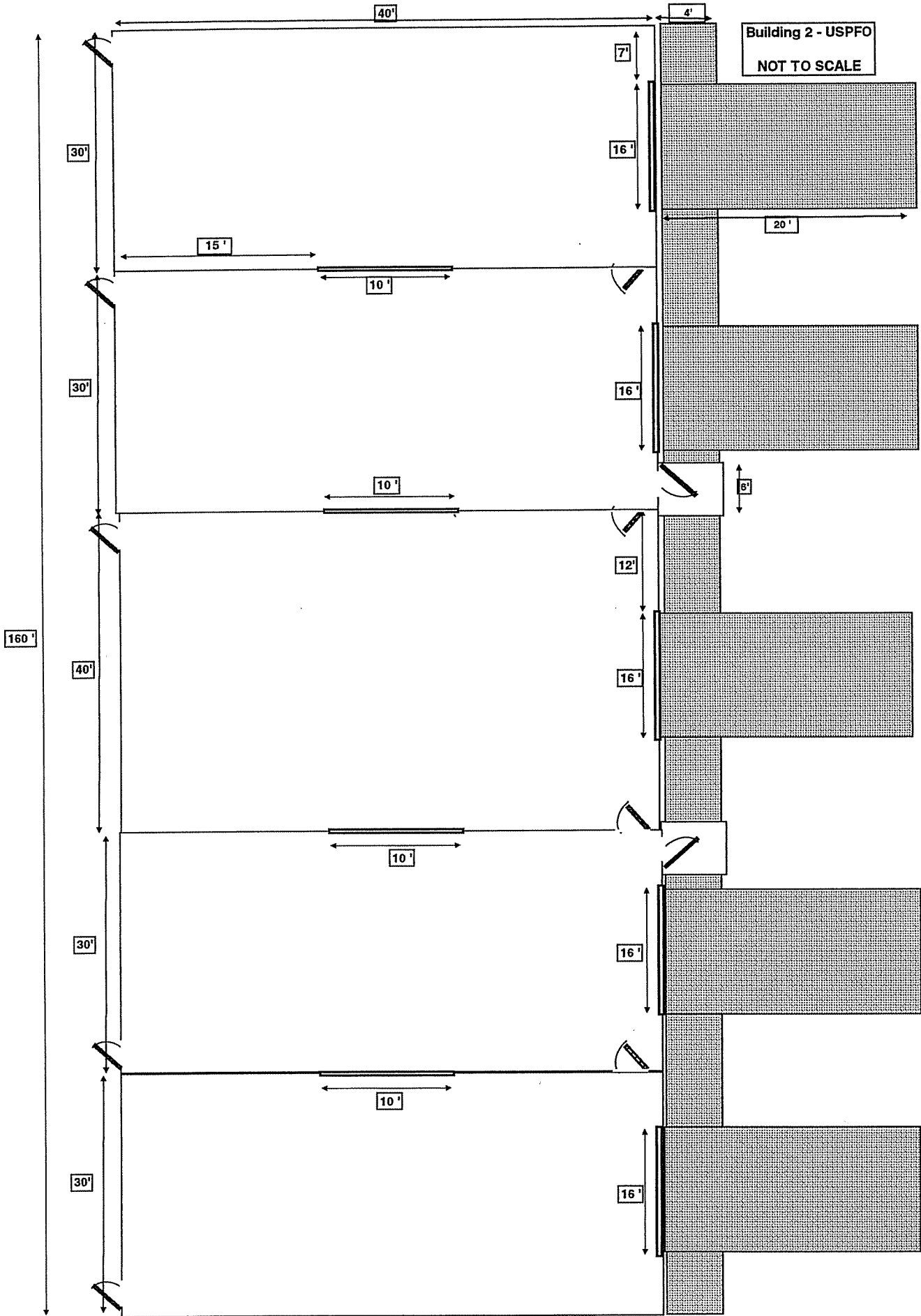
10.0 POINTS OF CONTACT**WVARNG:**

CPT Jeffrey Franklin III,
Post Engineer
Camp Dawson
240 Army Road
Kingwood, WV 26537
Commercial: (304) 791-4333
Fax: (304) 791-4337
E-mail: Jeffrey.Franklin@wv.ngb.army.mil

Alternate:

CSM Terry Lee
Camp Dawson
240 Army Road
Kingwood, WV 26537
Commercial: (304) 791-4478
Fax: (304) 791-4337
E-mail: terry.s.lee@wv.ngb.army.mil





11. Bid Form:

Bid Form:

Item	DESCRIPTION	COST
Base	Camp Dawson Building 1 as Specified	/ Lump Sum
Base	Buckhannon Building 2 as Specified	/ Lump Sum
TOTAL		
ADD/ALT 1	Camp Dawson Concrete Floor (4.2.8.1)	/ Lump Sum
ADD/ALT 2	Camp Dawson Entry Ramps (4.2.8.2)	/ Lump Sum
ADD/ALT 3	Camp Dawson Sidewalk (4.2.8.3)	/ Lump Sum
ADD/ALT 4	Buckhannon Concrete Floor (4.2.8.1)	/ Lump Sum
ADD/ALT 5	Buckhannon Entry Ramps (4.2.8.2)	/ Lump Sum
ADD/ALT 6	Buckhannon Sidewalk (4.2.8.3)	/ Lump Sum
TOTAL		

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: _____