



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  
**DEV8000**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUTCH CHITTUM**  
**304-558-8806**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WV DEVELOPMENT OFFICE  
 ADMINISTRATION  
 BUILDING 6, ROOM 645  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0311 304-558-0350

DATE PRINTED <b>06/27/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-48		
<p><b>HISTORIC PRESERVATION DESIGN CONSULTANT</b></p> <p>DESIGN CONSULTANT TO PROVIDE PROFESSIONAL DESIGN AND HISTORIC PRESERVATION SERVICES TO DOWNTOWN COMMERCIAL PROPERTY OWNERS LOCATED IN CERTIFIED MAIN STREET WEST VIRGINIA COMMUNITIES PER THE ATTACHED.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p>						

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.

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**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>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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</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>REV. 9/98</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<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, 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</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: -----  * 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)  NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						

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06/27/2007				

BID OPENING DATE: 07/24/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				BUTCH CHITTUM	44	
RFQ. NO.:				DEV8000		
BID OPENING DATE:				07/24/2007		
BID OPENING TIME:				1:30 P.M.		
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 DEV8000 ***** TOTAL:						_____

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## **BACKGROUND**

The purpose of this request for quotation is for entering into a contract for provision of professional design and historic preservation services for downtown commercial property owners in all certified Main Street West Virginia communities. Services must also include participation on business enhancement team, development of workshops on agreed upon design-related topics, training of local design committees as needed and participation in one, three-day resource team visit in each new town announced.

Current certified Main Street West Virginia communities include:

- Charleston East End, West Virginia
- Charleston West Side, West Virginia
- Fairmont, West Virginia
- Kingwood, West Virginia
- Mannington, West Virginia
- Martinsburg, West Virginia
- Morgantown, West Virginia
- Philippi, West Virginia
- Point Pleasant, West Virginia
- Ripley, West Virginia
- St. Albans, West Virginia
- Ronceverte, West Virginia
- White Sulphur Springs, West Virginia

## **SCOPE OF WORK**

### A. General

The design consultant (herein referred to as Contractor) shall serve as a professional consultant in the designated Main Street communities so that property owners planning building improvements shall receive design assistance consistent with accepted Main Street design practices. The assistance consists of conceptual drawings only and not construction documents, and training of Main Street Staff and volunteers in design and historic preservation. The West Virginia Development Office (herein called the State Office) requests that the Contractor in their response designate one point of contact for all contract related issues. Design consultant(s) must have education background(s) in architecture, historic preservation, architectural history or a related field.



B. Specific Requirements

- 1) The Contractor shall visit all certified Main Street towns as the need arises to consult with building owners and the local manager regarding design projects and issues related to building rehabilitation. These visits will be initiated by a request from the local project manager to the State Office. The State Office will assign the request to the Contractor. These onsite visits shall include meeting with property owners, studying individual buildings, finding feasible design solutions and encouraging implementation. Onsite consultations may or may not result in the necessity for conceptual drawing. Drawings are not construction documents. This determination will be made jointly by the local Main Street project manager, the property owner and the Contractor.
- 2) Pursuant to appropriate requests, the Contractor shall prepare design solutions and preliminary cost estimates for the storefront rehabilitation. Design consultations will range from selecting exterior paint colors and compatible sign design to recommendations for entire storefront design, rehabilitation and maintenance. Drawings provided for each service will be colored and conceptual in nature as opposed to detailed construction documents.
- 3) It is estimated that approximately ten (10) hours per month will be required for giving technical advice on the phone to the program managers, property owners and building contractors.
- 4) Contractor shall provide information and design recommendations that would qualify if property owners wish to apply for historic preservation tax credits pursuant to the Economic Recovery Tax of 1981 and amended in 1986, if it is determined by the property owner, project manager and Contractor that the project is suitable for application. The Contractor shall not be responsible for making formal application to the National Park Service on such matters.
- 5) Contractor shall provide general technical assistance on proper building rehabilitation and new infill construction techniques consistent with the Secretary of Interior's Standards for Rehabilitation.
- 6) Contractor's work shall be consistent with the "Main Street Approach" to historic preservation design as developed by the National Main Street Center, a program of the National Trust for Historic Preservation.

- 7) Contractor upon request shall participate in the resource team visit to new towns selected as the design consultant no more than three (3) times a year. Participation will include, pre-visit preparation, three-days staff on site in the new town along with other members of the team, interviewing various members of the community and preparing both an oral presentation to the community and following up with a written report for inclusion in the resource team's final report.
- 8) Contractor shall participate in the retail business enhancement team program for up to three (3) businesses per year. The team will consist of the Contractor, a free lance visual merchandiser and the state coordinator. Contractor shall work with the group and the business on proper renovations, interior and exterior, and signage to enhance each business.
- 9) The Contractor shall plan and conduct a one-day design workshop for program managers and design committees on the Main Street West Virginia program. It is contemplated that this one-day workshop will be geared toward the newly designated towns. Program items for the workshop will be geared toward the newly designated towns. Program items for the workshop will be decided upon by the Contractor and the State Office but will generally focus on the principles of good design relative to historic preservation and building rehabilitation. The workshop will be held at a place and date yet to be determined by the State Office.
- 10) Contractor shall attend local program's design committee meetings as requested by the local program manager to assist the committee with particular issues, such as developing design guidelines, implementing design guidelines, committee training, etc.

C. Delivery Requirements

- 1) The Contractor shall work under the general supervision of the State Office.
- 2) The Contractor shall secure written permission of the State Office prior to taking on any projects outside the scope of activities in this contract. Anything that is done outside the scope of the contract is the financial responsibility of the requesting community.

#### D. Schedule

- 1) Conceptual, colored drawings will be completed and delivered to the local Program Manager's office within 30 days of the Contractor receiving a written request for assistance. Copies of the drawings will be submitted to both the local Main Street office and the State Office within 30 days.
- 2) The Contractor shall submit monthly reports to the State Office describing number of completed drawings, number of pending drawings as well as the number and location of site visits.
- 3) The Contractor shall supply digital photographs of all projects both before and after the work is completed.
- 4) The Contractor shall furnish an accounting of all work performed at the end of the contract. This will include number of onsite visits, documentation of projects and the status of all projects.

#### **PROJECT COMPLETION DATE**

The contract shall cover design assistance requests from Main Street communities July 1, 2007, through June 30, 2008. The contract can be extended for 3 years with written approval of the Director of Purchasing.

#### **GENERAL QUALIFICATIONS**

The State Office is in need of a qualified historic preservation design consultant. Minimum qualifications include:

- Five (5) years of verifiable experience in providing design assistance services to Main Street programs.
- Five (5) years of verifiable experience in training Main Street design committees the "Four Point Approach."
- Five (5) years of verifiable experience in providing design assistance eligible for preservation tax credits.
- Experience with use of preservation tax credits.
- Experience working with Main Street communities in implementing and developing design guidelines.
- AIA registration is not required.

## **SUBMISSION REQUIREMENTS**

Any response to this solicitation must include the following items:

- 1) Resume(s) of all personnel to be assigned to the project.
- 2) Description of the vendor's specific qualifications in meeting the criteria listed under general requirements. This must include a description and example of any work done in Main Street communities, reference to any design training vendor has conducted with Main Street, or preservation audiences, and any experience vendor has had with Tax Act Certification projects (name a maximum of three).
- 3) Amount of vendor's normal work month to be made available to the Main Street program.
- 4) Each vendor submitting a bid shall submit a firm fixed-price cost proposal including all travel expenses. Travel expenses must be included within the bid price and may not be listed separately.
- 5) The successful vendor will be paid no more than monthly based on work completed the previous month.

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 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](http://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: \_\_\_\_\_