



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
DPS0741

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/17/2007				

BID OPENING DATE: **07/05/2007** 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 STATE POLICE TO PROVIDE RADIO CONSOLE EQUIPMENT.						
ATTACHMENTS: 1. SPECIFICATIONS 2. BID FORM 3. PURCHASING AFFIDAVIT						
DELIVERY: DELIVERY SHALL BE INCLUDED IN THE BID PRICE.						
THIS CONTRACT MAY BE USED BY ALL AUTHORIZED STATE, COUNTY, AND MUNICIPALITIES, SO LONG AS THE WV STATE POLICE ARE RECEIVING ORDERS ON TIME AND ACCURATE AS STATED.						
0001	1	LS		725-27		
RADIO CONSOLE DISPATCH EQUIPMENT						
EXHIBIT 3						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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<p>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) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 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</p>						

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<p>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 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</p>						

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<p>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 CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER:				JOHN ABBOTT	-----	
RFQ. NO.:				DPS0741	-----	
BID OPENING DATE:				07/05/2007	-----	
BID OPENING TIME:				1:30 PM	-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0741 ***** TOTAL:						_____

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SPECIFICATIONS FOR RADIO DISPATCH CONSOLE EQUIPMENT

The West Virginia State Police (WVSP) is requesting competitive bids for radio dispatch console equipment as per the specifications. The contract shall be available for use by all other entities of state government, as well as counties and municipalities.

All vendors bidding on any equipment listed in these specifications are required to submit in writing, an indication as to if the product(s) they are bidding meets or exceeds ALL the specifications set forth in these specifications for those item(s) they are bidding on. If a vendor bids a product which does not meet ALL the specifications as outlined for that item, the vendor is required to submit their exceptions in writing being specific listing the item and line-specification(s) they are taking exception to. Vendors are also required to submit a product sheet for each item bid, which is to include at a minimum: picture, manufacturer, model number, and general specifications for the item. **Any bid received without this required written documentation will not be considered for bid award.**

		Meets Spec	
		<u>Yes</u>	<u>No</u>
<u>1.0 CONSOLE SPECIFICATIONS</u>			
1.1	The console must be able to interface with a Motorola P-25 Trunked system at the trunk level. <i>(This means that the interface will be via a T-1 network connection directly from the console(s) and/or associated hardware to the main zone controller. This will not utilize control radios, though they may be used additionally for backup.)</i>	_____	_____
1.2	Interfacing to enable talkgroup access must be transparent to the user, and configurable by the user.	_____	_____
1.3	Any ISSI (Inter Sub System Interface) or CSSI (Console Sub System Interface) hardware believed necessary to make this console interface with either trunked or legacy hardware will be totally compatible and integrated, and the lack of a user friendly environment will be grounds for disqualification.	_____	_____
1.4	Console must interface with existing tone control legacy radios without interfacing with the zone controller.	_____	_____

- | | | | |
|------|---|-------|-------|
| 1.5 | If the zone controller and/or the link to that controller fails, the legacy equipment will continue to function normally. | _____ | _____ |
| 1.6 | The console interface to legacy equipment will not impact the zone controller or its capacity in any way. | _____ | _____ |
| 1.7 | Utilization of legacy equipment will not decrease the capacity of the zone controller in a way greater than the single port required for trunk interface. | _____ | _____ |
| 1.8 | Each legacy channel will have the ability to function using Tone remote control and/or the ability control a radio using PTT via a relay closure and transmit and receive 600 audio paths. | _____ | _____ |
| 1.9 | A console shall consist of two operating positions which shall come with all hardware and/or software required for the consoles to function together or independently. <i>(A price shall be provided to increase the number of console positions, in which the cost will include all options at any other position, and all hardware and/or software required to expand by one full position. The quantities of this option will enable the console to be expanded to six or more positions.)</i> | _____ | _____ |
| 1.10 | Consoles will be able to function independently at each console position. | _____ | _____ |
| 1.11 | Any equipment interfaced from one console will be available at other console positions. | _____ | _____ |
| 1.12 | A minimum of 8 legacy channels will be provided, with the ability to expand to an additional 8 channels in not greater than four channel groups. | _____ | _____ |
| 1.13 | A minimum of 12 P-25 trunking talkgroups access will be required. <i>(Talkgroups at each console position may be different.)</i> | _____ | _____ |
| 1.14 | Talkgroups and/or legacy channels will be | _____ | _____ |

accessed via an icon on a display screen. *(A standard optical mouse may be used to interface with the display screen. Specify if touch screen is utilized as it is not encouraged.)*

- | | | | |
|--------|---|-------|-------|
| 1.15 | The option of purchasing additional conventional channel and/or P-25 talkgroup capacity at each or both console positions shall be available. <i>(Pricing will be provided to allow purchasing this capacity in standard "divisions". If a group of four conventional channels or four talk groups are purchased by way of a module, then four would be considered the "division".)</i> | _____ | _____ |
| 1.16 | Each console position will have a minimum of 4 speakers, to include Select, Unselect, and two auxiliary speakers to be programmable per talkgroup/channel in either select or unselect modes. | _____ | _____ |
| 1.17 | The console shall be capable of interfacing with a Doug Hall Voter at each console position, and have the capability for at least one of the two auxiliary speakers to be assigned to that voter. <i>(Any hardware or software necessary for this interface shall be provided.)</i> | _____ | _____ |
| 1.18 | Any or all speakers will have the ability to mute upon PTT, selectable by the WVSP. | _____ | _____ |
| 1.19 | Each console position will utilize flat screen LCD type displays measuring a minimum of 19" diagonally. | _____ | _____ |
| 1.20 | Each console position will include: | | |
| 1.20.1 | A boom type high quality microphone | _____ | _____ |
| 1.20.2 | Headset jack compatible with the hardware purchased for each position | _____ | _____ |
| 1.20.3 | A headset for each position compatible with the hardware purchased. | _____ | _____ |

- | | | | |
|--------|--|-------|-------|
| 1.20.4 | The capabilities to interface a foot pedal for transmit. One foot pedal will be included with each console. <i>(Pricing for additional foot pedals shall be provided.)</i> | _____ | _____ |
| 1.21 | A complete set of installation documentation, as built documentation, all programming software and hardware (cables, interfaces, etc) shall be provided. | _____ | _____ |
| 1.22 | All updates to software will be provided at no charge for the length of the warranty. | _____ | _____ |
| 1.23 | A complete set of service manuals will be provided. | _____ | _____ |
| 1.24 | The original console purchase will include installation of all hardware and software by the vendor. | _____ | _____ |

2.0 FURNITURE SPECIFICATIONS

- | | | | |
|-----|---|-------|-------|
| 2.1 | The vendor shall provide pricing for an optional pod type furniture configuration to allow for three operating positions. | _____ | _____ |
| 2.2 | Operating positions will have minimum of a 6 foot work area, with a high quality, adjustable keyboard area the length of the work area width. <i>(It is advisable that this work area would be configured in a circular configuration so that each position is 180 degrees of available space.)</i> | _____ | _____ |
| 2.3 | The work surface will allow for a minimum of four 19 inch monitors placed in a straight line, end to end, and parallel, associated keyboards and mice, located in front of those monitors in the keyboard area. | _____ | _____ |
| 2.4 | There will be adequate room for the associated computers, and any desktop equipment associated with the console. | _____ | _____ |
| 2.5 | The boom microphone will be of adequate length to traverse the keyboard area, and still be in appropriate proximity to the dispatcher to | _____ | _____ |

insure high quality audio on transmit.

- 2.6 The work space area shall be divided by sound absorbing "walls" at least three feet in height. _____
- 2.7 A wiring area shall be available in the center area, and all wiring shall be neatly concealed in either the wiring area, provided wire channels below the desk surface, or in an enclosed, but easily accessible area under the desk. _____
- 2.8 Under desk panels shall be easily removed, yet secure enough to prevent a panel opening unintentionally. _____

3.0 SPECIAL CONSIDERATIONS

- 3.1 The console shall function in a stand-alone mode interfaced with 8 conventional tone or local control base stations. _____
- 3.2 These base stations will function either as control links to other sites, or stand alone base stations. _____
- 3.3 The console shall be compatible to interface with the West Virginia Interoperable Radio System via microwave to connect with and provide P-25 trunked radio control via a T-1 connection. _____
- 3.4 The WVSP shall have the ability to utilize legacy radio capacity to operate control radios as desired to access the P-25 system in an emergency, but standard operation will be via a data connection directly to the system via one or more microwave T-1 or similar connections. _____
- 3.5 No extraordinary interfacing hardware will be accepted to enable the connection to the P-25 trunked system that would in any way hamper the ability to easily, and efficiently control any talkgroups in the trunked system. _____

3.6 The vendor must provide information for at least one customer currently utilizing the console in conjunction with a Motorola P-25 trunked system, utilizing a direct data connection to the trunked system, and not utilizing control radios to obtain this interface. *(The customer information is to include Name, Address, Phone, and/or email address.)* _____

4.0 WARRANTY

4.1 The system shall be warranted by the manufacturer to be free from defects of material and/or workmanship for a minimum period of two (2) years from date of installation. _____

4.2 All software will be warranted to be free of defects for the period of the hardware warranty. _____

4.3 All available updates to programming software, console software, and console firmware shall be provided at no cost during the warranty period. _____

PRICE QUOTATION

<u>Item Description:</u>	<u>Cost:</u>	<u>Qty:</u>	<u>Extended Cost:</u>
Console (Two Position w/ all associated hardware, software and installation.	\$ _____	1	\$ _____
Additional console positions (To include all associated hardware, software and installation.)	\$ _____	1	\$ _____
Additional four (4) conventional channels.	\$ _____	1	\$ _____
Additional four (4) P25 Trunking Talkgroup Capacity.	\$ _____	1	\$ _____
Additional Headset	\$ _____	1	\$ _____
Additional Foot Pedal	\$ _____	1	\$ _____
Optional Pod type furniture configurable for up to three operating positions.	\$ _____	1	\$ _____
TOTAL:			\$ _____

NOTE: Quantity of one (1) as specified in the Price Quotation form is for bid purposes only. Actual quantities to be purchased may vary with each order.

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: _____