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TYPE NAME/ADDRESS HERE

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

Request for Quotation

DRS080848

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

304-558-8801

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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV

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					SHELLY.L.MURRAY	awv.gov	
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SIGNATURE					TELEPHONE	DATE	
TITLE		FE	IN			ADDRESS CHANGES	TO BE NOTED ABOVE

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 may be deemed null and void, and 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

Rev. 9/25/07



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TYPE NAME/ADDRESS HERE

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

Request for Quotation

DRS080848

PAGE

.....ADDRESS:CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

SH-P

DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV 25112

766-4621

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/15/2008 **BID OPENING DATE:** 05/29/2008 BID **OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SUCCESSFUL VENDOR SHALL FURNISH PROOF (XX) INSURANCE: OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/ MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. **PERSONAL** OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITIF FFIN



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TYPE NAME/ADDRESS HERE

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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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV

25112

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY DONTRACT FOR CONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE 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 THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. FOREIGN MADE ALUMINUM, GLASS OR STEEL, UNLESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. 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 NUNREASONABLE 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. 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 SUCH DOMESTIC PRODUCTS 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 SUCH DOMESTIC PRODUCTS HEREFORD OF THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR SUCH DOMESTIC PRODUCTS BE ENEVEROESCE FOR THE SPENDING WINT THE LOWEST BID DOMESTIC PRODUCTS. THE SPENDING OFFICE MAY REQUEST, IN WRITING, A RESADNABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS. SEEREVERSE SECRETARING AND CONDITIONS SEEREVERSE SECRETARING AND CONDITIONS SEEREVERSE SECRETARING AND CONDITIONS THE SPENDING SERVER SECRETARING AND CONDITIONS THE STATE OF THE SPENDING SERVER SECRETARING AND CONDITIONS THE STATE OF THE STATE									
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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 DRS080848

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

DIV OF REHABILITATION SERVICES

WV REHABILITATION CENTER ATTENTION: RECEIVING INSTITUTE, WV

766-4621

25112 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 04/15/2008 BID OPENING DATE: 05/29/2008 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES REGULATIONS AND THAT **APPLY** TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE



RFQ COPY

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

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DIV OF REHABILITATION SERVICES

ADDRESS CHANGES TO BE NOTED ABOVE

TYPE NAME/ADDRESS HERE MODZEK WV REHABILITATION CENTER ATTENTION: RECEIVING INSTITUTE, WV 25112 766-4621 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS

DATE. REV. 11/96 EXHIBIT 10 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. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.	04/15/							
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RFQ COPY

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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 DRS080848

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV

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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 DRS080848

ADDRESS:CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

304-558-8801

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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV 25112

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

# Request for Quotation

RFO NUMBER DRS080848

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

304-558-8801

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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV

25112

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# REQUEST FOR QUOTATION DRS080848

To furnish all materials, equipment and labor to replace an 8" water line at the WV Division of Rehabilitation Services Complex located on Barron Drive in Institute, WV. Owner will be responsible for repaving.

### **Specifications:**

- 1. Dig trench (approximately 5' deep) approximately 1,020 feet and remove existing 8" water pipe.
- 2. Replace with approximately 1,020 feet of North American Pipe Corporation, or equal, AWWA C-900 PVC CIOD 8" DR-14 Pipe, utilizing EBAA Iron, Inc, or equal, series number 2008PV mechanical joint fittings.

Pipe Specifications:

Water main distribution pipe shall be made in accordance with AWWA C900 from a compound conforming to a cell classification of 12454 as defined by ASTM D1784and shall be rated to 200 psi. Integral bells shall incorporate gaskets meeting the requirements of ASTM F477 and be locked into the bell. The assembled joint shall meet the requirements of ASTM D3139. The laying length of the pipe should be 20 feet. The pipe and gasket must be tested and approved for contact with potable water in accordance with ANSI/NSF 61. The pipe and gasket shall be listed by Underwriters Laboratory and approved by Factory Mutual.

Joint Fitting Specifications:

Mechanical joints shall be constructed of ASTM A536 Ductile Iron. All casting bodies shall have electrostatically applied polyester based coatings for corrosion and impact resistance. Restraint devices shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10 and rated to 200 psi. Split restraint ring harnesses shall be used. Mechanical Joint Restraints shall meet or exceed the requirements of ASTM F1674, UNI-B-13, Underwriters Laboratories, and Factory Mutual.

3. Remove and replace 2 existing fire hydrants

Fire Hydrant Specifications:

Shall be American Flow, or equal, and must utilize American Standard thread. Hydrants shall have a center 4 ½" Steamer Outlet and two 2 ½" Outlets. Hydrants must be AWWAC502 compliant and meet applicable NFP Code. Hydrants must be matched to trench depth so that they are properly situated at ground level.

- 4. Surround new pipe with minimum of 4" of #57 limestone gravel.
- 5. Backfill trench with existing fly ash.
- 6. Reconnect to copper line serving Building E.
- 7. Reconnect to 8" line immediately before line goes through the floor of the F. Ray Power Building.
- 8. Remove and properly dispose of old water pipe and fire hydrants.

(B)

AGENCY_ RFQ/RFP#_

#### **BID BOND PREPARATION INSTRUCTIONS**

(A)	WV State Agency	KNOW ALL MEN BY THES	Bond E PRESENTS, That we, the undersigned,
. ,	(Stated on Page 1 "Spending Unit")	(C) of	(D) , (E) ,
	Request for Quotation Number (upper	as Principal, and(F)	of,
	right corner of page #1)	, a corporation	on organized and existing under the laws th its principal office in the City of
(C)	Your Company Name	of the State of wit	th its principal office in the City of
(D)	City, Location of your Company	(J) , as Surety, a	are held and firmly bound unto The State
(E)	State, Location of your Company	of West Virginia, as Obligee, in the pen	
(F)	Surety Corporate Name	(\$ (L) ) for the pay	ment of which, well and truly to be made,
(G)	City, Location of Surety	we jointly and severally bind ourselves,	
(H)	State, Location of Surety	successors and assigns.	
(I)	State of Surety Incorporation		oligation is such that whereas the Principal
(J)	City of Surety Incorporation	has submitted to the Purchasing Section	
	Minimum amount of acceptable bid	a certain hid or proposal attached heret	to and made a part hereof to enter into a
(K)	bond is 5% of total bid. You may state	contract in writing for	o una mudo a paromoros de cinos anto
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	"5% of bid" or a specific amount on	1172	
<b>(T.)</b>	this line in words.		
(L)	Amount of bond in figures	NOW THEREFORE.	
(M)	Brief Description of scope of work	(a) If said bid shall be rejecte	d or
(N)	Day of the month		ed and the Principal shall enter into a
(O)	Month		proposal attached hereto and shall furnish
(P)	Year		
(Q)	Name of Corporation	any other bonds and insurance required	
(R)	Raised Corporate Seal of Principal	other respects perform the agreement of	reated by the acceptance of said bid then
(S)	Signature of President or Vice		therwise this obligation shall remain in full
	President	force and effect. It is expressly underst	
(T)	Title of person signing	Surety for any and all claims hereunder	
(U)	Raised Corporate Seal of Surety	amount of this obligation as herein state	ed
(V)	Corporate Name of Surety		I, hereby stipulates and agrees that the
(W)	Signature of Attorney in Fact of the		shall be in no way impaired or affected by
	Surety		Obligee may accept such bid: and said
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby waive notice of any	such extension.
	Surety Seal must accompany this bid	IN WITNESS WHEREOF, Pr	rincipal and Surety have hereunto set their
	bond.		re corporations have caused their corporate
			sents to be signed by their proper officers,
		this(N) day of(O	), 20(P)
		Dissipal Compute Seel	(Q)
•		Principal Corporate Seal	(Name of Principal)
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		(R)	By (S)
			(Must be President or
			Vice President)
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			Title
		(U) Surety Corporate Seal	(V)
		Surety Corporate Sear	(Name of Surety)
			(W)
			Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

	Agency REQ.P.O#
	BID BOND
KNOW ALL MEN BY THESE PRESENTS, That w	ve, the undersigned,
	, as Principal, and
, of,	, a corporation organized and existing under the laws of the State of
with its principal office in the City of	, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind our	selves, our heirs, administrators, executors, successors and assigns.
Department of Administration a certain bid or proposal, atta	whereas the Principal has submitted to the Purchasing Section of the ached hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
hereto and shall furnish any other bonds and insurance rec agreement created by the acceptance of said bid, then this force and effect. It is expressly understood and agreed the exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipula	Il shall enter into a contract in accordance with the bid or proposal attached quired by the bid or proposal, and shall in all other respects perform the sobligation shall be null and void, otherwise this obligation shall remain in full at the liability of the Surety for any and all claims hereunder shall, in no event, d.  Ites and agrees that the obligations of said Surety and its bond shall be in no in which the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety ha	ave hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto a	and these presents to be signed by their proper officers, this
day of, 20,	
Principal Corporate Seal	
Fillidipal Corporate Geal	(Name of Principal)
	Ву
	(Must be President or
	Vice President)
	(Title)
Surety Corporate Seal	
	(Name of Surety)
	Allowers in Foot
	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

RFQ No. DRS080848
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## 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 owed 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 Affidavit (Revised 06/15/07)