



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
0710C530

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT SEVEN  
 STORAGE YARD  
 1205 US HWY 19 SOUTH  
 WESTON, WV  
 26452  
 304-269-0475

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2010				

BID OPENING DATE: 05/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		540-81		
<p>MATERIALS &amp; SERVICE FOR SHOTCRETE REPAIR</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO PLACE PNEUMATICALLY APPLIED MORTAR ON VARIOUS BRIDGES IN DISTRICT SEVEN FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS</p> <p>A CONTRACT WILL BE AWARDED TO ALL QUALIFIED VENDORS WHO SUBMIT A VALID BID.</p> <p>THE STATE OF WEST VIRGINIA RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS OF THIS CONTRACT WHEN IT IS IN THE BEST INTEREST OF THE STATE.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DATE PRINTED <b>04/29/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... 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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE</p>						

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<p>SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SECTION 5A-3-56.						
REV. 10/01/01						
EXHIBIT 10						
REQUISITION NO.: .....						
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 NO.'S:						
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 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						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</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> <p>BUYER: 33</p> <p>RFQ. NO.: 0710C530</p> <p>BID OPENING DATE: 05/19/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ 0710C530 ***** TOTAL: _____						

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**SPECIAL PROVISION FOR  
SECTION 204 MOBILIZATION**

**DELETE SECTION 204 AND SUBSTITUTE THE FOLLOWING:**

**204.1-DESCRIPTION:**

The work shall consist of the performance of construction preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of any facilities necessary to begin work.

**204.2- MATERIALS:**

Not Specified.

**204.3- CONSRUCTION METHODS:**

Not Specified:

**204.4- METHOD OF MEASUREMENT:**

The method of measurement will be PER. Mile and Per. Each.

**204.5- BASIS OF PAYMENT**

The contractor shall mobilize and begin work o later than 10 days after receiving a job order from the Department. At the end of the first day of work on any job order, the contractor shall be entitled to payment of mobilization consisting of one unit of item 204-3. If the job order requires work in a county other than or in addition to that in which the District headquarters is located, the contractor is entitled to payment for the number of miles from the district headquarters to the county headquarters under item 204-2. If the job order requires work in additional counties, the contractor shall be entitled to payment, at the end of the first work day in each county, for the number of miles to that county from the district headquarters. The contractor is entitled to payment for mileage to each county only once under any given job order except in the event the Engineer directs work to be done in another county before completion of work in a certain county. Mileage will be based on mileages shown on the mileage shown on the mileage map ( attachment ) regardless of the actual location of work within that county. One mobilization Per. Mile Per. Job order can apply for multiple bridges under one Release Order provided distance between bridges do not exceed ten ( 10 ) miles cumulative.

**204.6- PAY ITEMS:**

Item 204 – 2 “ Mobilization Per. County ” , Per. Mile.

Item 204 – 3 “ Mobilization Per. Job Order ” , Per Each.

**SPECIAL PROVISION FOR**  
**SECTION 623**  
**PNEUMATICALLY APPLIED MOTAR**

**SECTION 623.1 – DESCRIPTION:**

Description mentions “placing of reinforcing steel including wire fabric, dowels, and expansion anchor bolts “ Wire fabric and expansion anchor bolts will be performed in accordance with Section 623 and paid as Items 623-2 Reinforcing Mesh and 623-3 Hook Expansion Anchor Bolts. But if the Engineer requires any reinforcing steel bars to be replaced or added they will be furnished and placed in accordance with Section 602 and paid as Item 602-1 Reinforcing Steel Bars.

**SECTION 623.6 6- FINISHING AND CURING:** shall be modified as follows:

If the Engineer directs any trowel finishing it will be paid as Item 623-4 Trowel Finish Concrete Surface; otherwise no finishing will be expected on the surfaces.

**Section 623.9- PAY ITEM:**

This item shall be modified to allow the vendor to bid different unit prices for each C.W.T. range depending on the size of the projects. The price to be used on a particular project ( SCO ) will depend on the actual total C.W.T.’s used on the project and it may differ from the unit [rice estimated on the SCO prior to the work. For example if the contract bid price were \$220.00 for 26-50 and \$200.00 for 51-75 and the SCO estimated 45 C.W.T.X 220 = \$9,900.00 but 55 C.W.T. were actually used; then the contractor would be paid 55 X 200 = \$11,00.00.

C.W.T. Rate is for each bridge/job site, not cumulative total of C.W.T. for multiple bridges listed under one Release Order. C. W. T. on each bridge will determine rate applied.

**SPECIAL PROVISION**  
**FOR**  
**ENVIROMENTAL PROTECTION**

Successful Vendor shall provide a containment/debris control plan before beginning any work on the contract. This must be accepted and approved by the department before beginning any work. Payment for providing this containment/debris control shall be included in Item 623-1 Cement for Shotcrete

**SPECIAL PROVISION**

**FOR SCAFFOLDING**

In order to provide workers and inspectors adequate access to the portions of the bridge needing repair, suitable work platforms will need to be erected. The contractor shall provide all labor, equipment and materials to erect, maintain, and then remove whatever support system the contractor deems necessary for the safe execution of this work. This system must additionally support any and all protective coverings required by the containment/debris control plan to prevent any debris from entering the stream or roadway. This system must allow normal stream flow unless the repair area is within the normal stream and sandbag cofferdam conditions prevail. Payment for this work shall be included in Item 623-1 Cement for Shotcrete if the height of the bridge is 10 feet or less. This height shall be defined as the vertical depth from the top of the deck riding surface to the deepest point in the stream. Bridge inspection reports show this dimension and shall be the source for this determination. If the height is greater than 10 feet, payment for the additional scaffolding support system shall be available through Section 109.4 Force Account Work.

**SPECIAL PROVISION**

**FOR COFFERDAMS**

Occasionally concrete repairs will be needed near or under the surface of the stream. Since this work must be done in dry conditions, dewatering of the work area will be needed. The contractor shall provide all labor, equipment, and materials to install, maintain, and remove sandbag type cofferdams around these work sites as needed. The contractor shall provide pumps with sediment containment bags as needed to the dewater areas. The WVDOH shall obtain Corps of Engineers permits for this work as needed. This work shall be in accordance with Section 212 and shall be paid as Item 212-6 Sandbags. These bags may be made of burlap and probably only capable of a single use or of stronger more durable cloth and capable of reuse. The sand shall be general purpose limestone or silica sand free of any oils, minerals, or deleterious material that could be harmful to the stream water. These bags shall be paid as each bag placed and used at each bridge site whether they are new or reused from another bridge. Any other materials, such as plastic liners, necessary to seal out water shall be included in Item 212-6 Sandbags. All material shall be removed from the water way and disposed of properly by the contractor upon completion of the work. The time and amount of reduced stream flow shall be kept to a minimum.

**SPECIAL PROVISION**

**FOR MAINTAINING TRAFFIC**

**SECTION 636 - TRAFFIC CONTROL:**

Traffic shall be maintained in accordance with Section 636 of the Standard Specification adopted in 2000, and paid as Item 636-11 Traffic Control Devices and 636-14 Flagger.

BIDDING SCHEDULE FOR

Specifications

<u>Section</u>	<u>Items</u>	<u>Unit Price</u>	
204-2	Mobilization	Per. Mile	_____
204-3	Mobilization	Per. Job Order	_____
212-6	Sand Bags	Per. Ea.	_____
602-1	Reinforcing Steel Bars	Per. LB.	_____
623-1	<u>Cement for Shotcrete</u>		

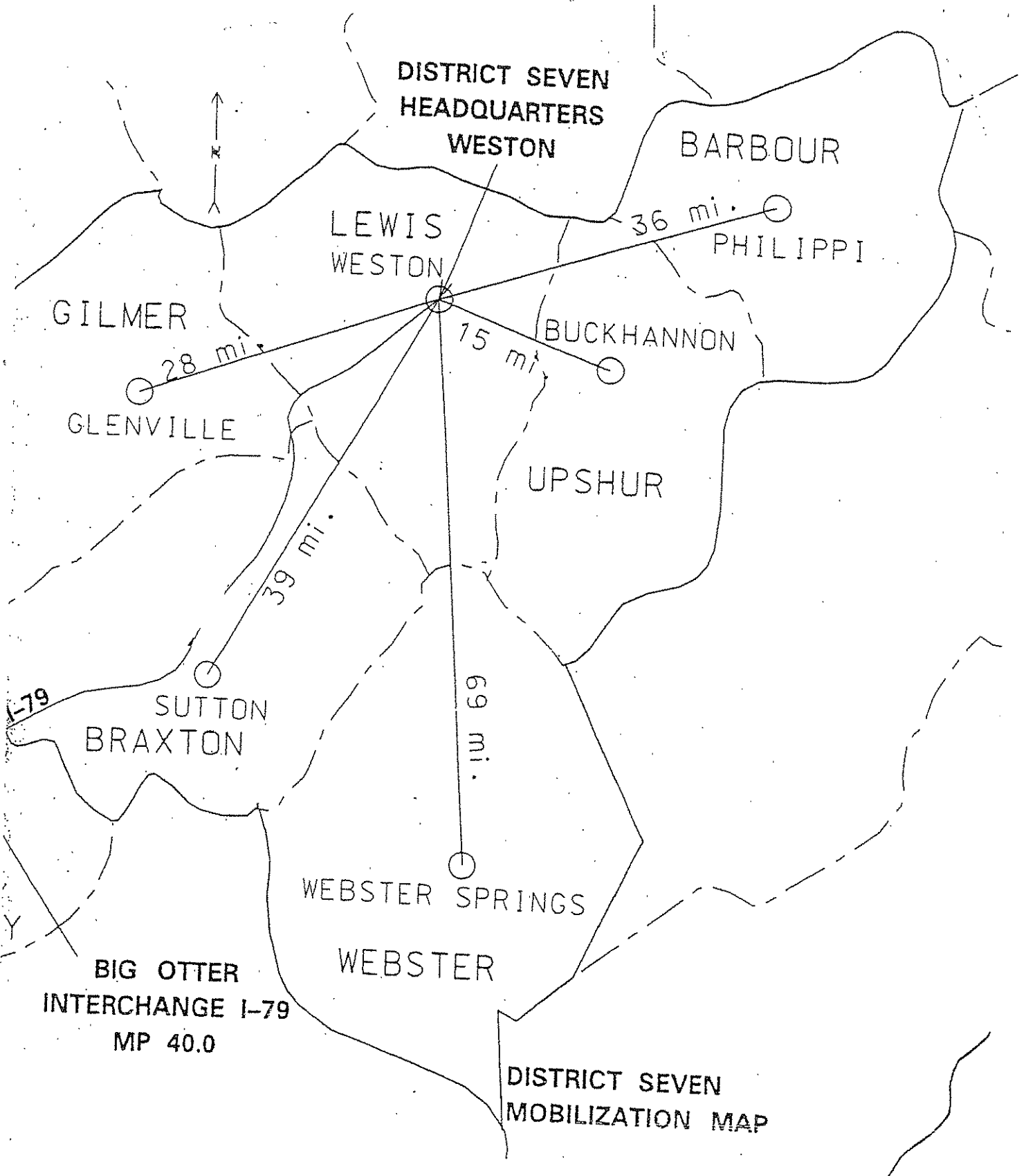
With-In Range

1-25	Per. c.w.t	_____
26-50	Per. c.w.t	_____
51-75	Per. c.w.t	_____
76-100	Per. c.w.t	_____
101-150	Per. c.w.t.	_____
More than 150	Per. c.w.t.	_____

To clarify bridge/job site under one Release Order.

- a) CWT rate for each Bridge/Job site not cumulative total of CWT for multiple bridges Listed under one Release Order. CWT on each bridge will determine rate applied.
- b) One Mobilization Per. Mile & Per. Job Order can apply for multiple bridges under one Release Order provide distance between bridges do not exceed ten ( 10 ) highway miles cumulative.

623-2	Reinforcing Mesh	Per. Lb.	_____
623-3	Hook Expansion Anchor Bolts	Per. Ea.	_____
623-4	Trowel Finish Concrete Surface	Per. Sq. Ft.	_____
636-11	Traffic Control Devices	Per. Unit	_____
636-14	Flagger	Per. Hour	_____



RFQ No. 07100530STATE 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of December, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE****NOTARY PUBLIC** \_\_\_\_\_