



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
6610C027

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 HIGHWAYS OPERATIONS  
 BUILDING 5, ROOM A350  
 1900 KANAWHA BOULEVARD EAST  
 CHARLESTON, WV  
 25305-0430

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		990-67		
<p>OPERATION OF STATEWIDE COURTESY PATROL PROGRAM</p> <p>OPEN END CONTRACT</p> <p>OPERATION OF STATEWIDE COURTESY PATROL PROGRAM ON WEST VIRGINIA EXPRESSWAY ROUTES UTILIZING TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) RECEIPIENTS AND/OR INDIVIDUALS RECEIVING PUBLIC AID OR ASSISTANCE.</p> <p>EXHIBIT 3</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</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.
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### 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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 HIGHWAYS OPERATIONS  
 BUILDING 5, ROOM A350  
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DATE PRINTED <b>05/26/2010</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>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 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.</p> <p>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, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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>						

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<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.: 6610C027</p> <p>BID OPENING DATE: 06/23/2010</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> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 6610C027 ***** TOTAL: _____</p>						

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## WEST VIRGINIA COURTESY PATROL PROGRAM

### PROGRAM DESCRIPTION

The West Virginia Department of Transportation, Division of Highways, operates the Courtesy Patrol Program on all West Virginia Interstate and Appalachian Corridor (APD) routes, with the exception of that portion of I-77 managed and maintained by the West Virginia Parkways Authority (WV Turnpike). The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and APD routes. There are numerous secondary missions fulfilled by the Courtesy Patrol Program (see mandatory program provisions).

The Highway patrol is conducted 16 hours per day, 7 days per week and will be a **12 month contract** with options to renew for 2 additional 12 month periods. The state reserves the right to specify the shifts.

The Courtesy Patrol Program shall use West Virginia Resident Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance as patrollers, program wide. Utilization of the TANF/public aid or assistance recipients reduces the number of individuals receiving welfare benefits and provides job training to these individuals.

It is desirable that the successful vendor will provide stable employment for these individuals, during which time educational and professional development opportunities will be available, improving their success of transitioning from public aid or assistance.

### MANDATORY PROGRAM PROVISIONS

The successful vendor shall provide the following types of assistance to disabled vehicles or stranded motorists:

- CPR and first aid: All patrol and dispatch staff must be certified in both CPR and first aid by the American Red Cross.
- Minor vehicle repairs including tire and wheel changes
- Fuel – minimal amount of gasoline allowing stranded motorists to travel to the nearest facility.
- Towing service calls: Call local tow service when required or requested by the motorists; may stay with the disabled motorist awaiting tow service, if required.
- Jump starts, air for vehicle tires, coolant and extinguishment of minor fires
- Telephone assistance allowing stranded motorists to notify a family member.
- Provide highway maps (supplied by the WVDOT/DOH) to motorists as required.
- Assistance to motorists having questions concerning travel routes, directions or local area facilities
- Present a courteous and positive image for the State of West Virginia which will encourage tourism.
- Traction materials to assist stranded vehicles during winter storms.

The successful vendor shall provide the following types of assistance to the WVDOT/DOH and selected other state/local government agencies:

- Monitor the designated patrol routes for debris, accidents or other obstructions which impede traffic flow or pose potential hazards to the traveling public. Notify the DOH and appropriate law enforcement agency of the exact location and description of the situation.
- Remove animal carcasses, tire debris and other debris which can safely be removed from the travel way to the roadway edge and notify the DOH of the exact location and description.
- Identify chemical spills on or near the roadway and report such incidents to the DOH.
- Perform as a “First Responder” at a variety of highway-related emergency situations; securing the area, administering CPR or first aid if required, and assisting emergency medical, fire department, and/or law enforcement personnel by positioning the patrol truck in a manner that provides a safe zone for the accident responders.
- Monitor the designated patrol routes, bridges and surrounding areas for suspicious activities as identified by Homeland Security training. Report all such suspicious activities to the appropriate law enforcement agency and/or 911 Center.
- Monitor the patrolled areas during “amber alert” situations and relay pertinent observations to the appropriate law enforcement agency and/or 911 Center.
- Provide the Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance transitional employment with skills, training and educational opportunities which ultimately will lead to these individuals successfully transitioning from public aid or assistance to self-sustaining members of their communities.
- Offer Ameri Corps educational awards to the TANF recipients and/or individuals receiving public aid or assistance to further educational opportunities and goals of these recipients.

### **VENDOR RESPONSIBILITIES**

The successful vendor shall be responsible for the following:

Establish necessary policies, procedures and protocols which culminate in:

- The management, supervision and successful execution of a statewide program which utilized large numbers of inexperienced staff.
- Harmonious relationships with various federal, state and local government agencies/bodies having bona fide interests/input in the Courtesy Patrol Program.
- Promote West Virginia tourism and hospitality to the travelers of West Virginia’s Interstate and APD routes.
- Final selection of patrol operators and patrollers as pre-selected recruited and screened by the WV Department of Health and Human Resources (DHHR).



## Vehicle Requirements

The successful vendor shall be responsible for the purchase of trucks to be utilized in the performance of program requirements. Such costs for the 1<sup>st</sup> 12 month period of the contract shall be included and quoted separately in the bid and will be paid by the Division of Highways upon receipt of an acceptable invoice for payment. Payment shall be made jointly to the vendor and dealership from which the vehicles are purchased.

The vendor shall provide 30 half-ton, full size pick-up trucks, 2010 model year or newer, and all white in color. Additionally, 6 half-ton, full size trucks shall be included to provide back-up, service and supervisory support. The value of these units must be included in the bid price for vehicles. The cost of vehicles shall be quoted separately for the 1<sup>st</sup> 12 month period on the Form of Bid provided.

Vehicle purchase needs for subsequent renewal periods will be required and shall be authorized as necessary. This authorization will be made by the Division of Highways after a review of vehicle odometer readings and vehicle maintenance expenses submitted by the vendor. The vendor shall be required to obtain no less than 3 competitive bids for the purchase of such vehicles. The purchase shall be made from the lowest bid vendor meeting the requirements of the vendor's bid specifications. Evidence of competitive bids must be provided and accepted by the Division of Highways prior to finalization of any vehicle order.

- The patrol trucks shall be supplied, titled, licensed and insured by the vendor according to all applicable West Virginia Motor Vehicle laws. Patrol trucks shall be considered the vendor's property for the life of this agreement.
- Proof of the vendor's motor vehicle insurance coverage shall be supplied to the WVDOT/DOH prior to actual patrol coverage of the designated routes.
- The patrol trucks utilized to patrol the designated routes shall be white in color, outfitted with standard equipment and supplies (refer to listing under Equipping Patrol Trucks) and have standardized Courtesy Patrol reflective logos, Division of Tourism logos and the vendor's toll free Courtesy Patrol telephone number decals applied to each truck.
- Attachment A lists the designated state interstate and APD corridor routes which shall be patrolled. Additionally, the quality of patrol trucks required is listed for each designated route. It is the intent of this agreement that separate patrol units will patrol the routes in 25 to 35 mile length (one-way) patrols (see Attachment A) to insure response time for stranded/disabled vehicles and motorists in **less than one (1) hour**.
- The successful vendor shall have 100% of the patrol trucks patrolling designated routes (Attachment A) within four (4) weeks of the award date of this contract.

## Vehicle Maintenance, Operating Expenses and Repairs

- All vehicle maintenance, repairs and operating expenses (except fuel) for the fleet of patrol trucks and other vehicles utilized in the operational support of the Courtesy Patrol Program shall be the responsibility of the vendor.
- All patrol units shall be maintained by the successful vendor in a safe operating condition at all times and in compliance with applicable West Virginia Motor Vehicle laws.

- It is imperative that all designated routes listed in Attachment A are patrolled daily. Prospective vendors shall plan for extra patrol units and/or arrangements which allow a statewide preventative maintenance program insuring minimum down time/out-of-service periods for patrol vehicles.

### **Establish, Manage and Staff a Dispatch Center**

- A dispatch center(s) operation shall be established, managed and staffed by the successful vendor which allows communications 16/7 365 days per year.
- The dispatch center shall have the capability to communicate and dispatch all patrol units statewide. Additionally, the dispatch center shall have the capacity to communicate with the vendor's supervisory staff, the DOH Traffic Management Center and statewide law enforcement and 911 emergency centers.
- As a part of the dispatch center requirement, the vendor shall establish and maintain a statewide toll-free telephone number which shall be staffed for all operating shifts. The Courtesy Patrol Program toll-free telephone number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Courtesy Patrol Program. All Courtesy Patrol Program patrollers and dispatch center staff shall receive adequate training and orientation in the following subject/skills as a minimum:
  - Certification in CPR and first aid, American Red Cross Certification
  - Hospitality/customer service.
  - West Virginia Tourism Training.
  - Minor auto mechanics and repair.
  - Defensive driving techniques.
  - Freeway incident management training.
  - Identification and reporting requirements for chemical spills.
  - Proper two-way radio and cellular telephone communications.
  - Homeland security training.
  - Amber Alert Program training.

All courtesy patrol patrollers and dispatch center staff shall receive orientation and training upon placement and the vendor must develop a program which allows continuing education (annually as a minimum) for the patrollers and dispatchers in all of the skill areas.

The successful vendor shall prepare and submit to the WVDOT/DOH a training plan which will summarize the content and provides names of the instructors for each of the aforementioned training subjects/skills prior to contract award.

The expenses associated with this training/orientation are not reimbursable under this agreement.

### **Equipping Patrol Trucks**

Equipping each patrol truck and maintaining supply of the following items shall be the responsibility of the vendor:

- Cellular telephones
- Tool boxes – truck mounted, behind the cab type
- Fire extinguishers – appropriate type and size
- Safety cones and flares
- First aid kits and blankets
- Containers for water, gasoline (safety type) and vehicle coolant
- Tool kits for minor auto repairs
- Portable air tanks, vehicle jacks and 4-way lug wrenches
- Flashlights and shovels
- Jump-start cables

### **Additional Vendor Responsibilities**

The successful vendor shall be responsible for the additional listed responsibilities:

- Provide standardized uniforms, pagers and photo identification badges/cards for all patrollers.
- Insure that each patroller has a valid West Virginia vehicle operator's license and must verify same every 90 days through the West Virginia Division of Motor Vehicles.
- Secure a complete, accurate and up-to-date pre-employment background investigation for all patrollers through the West Virginia Department of Public Safety.
- Secure motor vehicle insurance as required by West Virginia Motor Vehicles law for each motor vehicle utilized under this contract.
- Secure professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Installation of all patrol truck courtesy patrol logos and decals in a standardized format. Please note that logos and decals will be provided by the WVDOT/DOH and WV Division of Tourism.
- Deliver and stock Tourism brochures and literature at the Division of Highways interstate rest area locations.
- Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation of the Courtesy Patrol Program. Vendor's data system must be able to provide stand-alone capacity required to:
  - Provide program support for payroll and other required operating systems.
  - Track vehicle fuel purchases and consumption.
  - Record and accumulate patrol activities/responses for the life of this agreement, generation of patrol activity statistics on a bi-monthly interval as well as annually for the DOH. (See Attachment B Guideline for Courtesy Patrol Statistics).
  - Provide data to satisfy other state and federal agency requests associated with the Courtesy Patrol Program.
- Make available for inspection to the WVDOT/DOH and the WV Division of Tourism all audits and reviews, books and records, financial and otherwise relating to the Courtesy Patrol Program.

### **Compensation of Patrollers**

Each TANF/public aid or assistance recipient shall be compensated a minimum of \$7.25 per hour for a minimum of 32 hours per week. A minimum of 8 hours per month may be utilized for individual job skills and job retention training at the discretion of the vendor. The expenses associated with this training are not reimbursable under this agreement.

### **MANDATORY VENDOR REQUIREMENTS**

The successful vendor shall meet the following requirements:

- A minimum of three (3) years experience successfully managing a program (statewide preferred) which utilized TANF recipients and/or individuals receiving public aid or assistance for 50% or more of its prime workforce. A concise summary detailing prospective vendor's experience should accompany the vendor's bid but must be provided prior to contract award.
- Documentation from a federal and/or state enforcement agency shall be provided which certifies both Homeland Security and Amber Alert Program training has been provided to the prospective vendor or vendor's designee.
- Membership in an Intelligent Transportation System (ITS) organization.
- A minimum of two (2) years experience managing a communications center responsible for emergency response dispatch.

### **STATE AGENCY RESPONSIBILITIES**

The West Virginia Department of Health and Human Resources (DHHR) will identify, screen and recruit the qualified applicants available for assignment as courtesy patrol operators or patrollers. Final selection of patrol operators or patrollers will be the responsibility of the successful vendor.

The WVDOT/DOH will provide the following support at its expense for the Courtesy Patrol Program:

- All motor vehicle fuel for the actual patrol trucks, small fuel containers carried on patrol trucks, and a maximum of 7 vehicles used in the direct supervision and management of the Courtesy Patrol Program. The method selected for providing fuel is totally at the discretion of the WVDOT/DOH. The WVDOT/DOH reserves the right to monitor and review fuel consumption, selection and pricing and provide feedback/direction to the vendor regarding the fuel reviews. Questionable, unacceptable or unsupported fuel purchases/consumption shall be reasons to reduce the vendor's monthly invoice amount.
- Installation of WVDOT two-way mobile radios and antenna on each patrol truck to allow patrollers communication abilities with the DOH installations.
- All courtesy patrol truck logos and decals which promote and advertise the program, including the vendor's statewide toll free telephone number and the Division of Tourism web address. The decals and logos will be prepared in a standardized format, constructed

on highly reflective materials. Installation of the decals and logos on the trucks shall be the vendor's responsibility.

- Installation of standard cab-mounted emergency bar light and required hardware for each patrol truck. The type of bar light selected shall be at the complete discretion of the WVDOT/DOH.
- Safety vests for all patrollers in assorted sizes in a quantity sufficient to provide each patroller a new vest 2 times during the calendar year.
- Patrol-unit sized fire extinguisher refills for those fire extinguisher units deemed serviceable. This service is refundable by the WVDOT/DOH to the contractor.
- Sand and similar abrasive materials for patroller's use as traction material during winter storm conditions. The available quantity, types and pick-up sites for traction materials is at the sole discretion of the WVDOT/DOH.
- Highway maps to be provided for motorists as required.
- Printed "business cards" which are to be distributed by all patrollers to each motorist that is assisted. In addition to providing brief details of the Courtesy Patrol Program and soliciting feedback from assisted motorists, these cards explain the program is funded by the WV Division of Tourism and **gratuities cannot be accepted.**
- Process the vendor's invoices in a timely manner for reimbursement (refer to Reimbursement Section for complete details).

### **REIMBURSEMENT**

Reimbursement of valid Courtesy Patrol Program expenses will be the responsibility of the WVDOT/DOH. The vendor shall submit a monthly invoice detailing program expenses in a format approved by the WVDOT/DOH. The period invoices will be in arrears and submission of the vendor's invoice to the WVDOT/DOH must be completed no later than the second workday of each month.

Upon receipt of the vendor's invoice, the WVDOT/DOH will review the expenses submitted for reasonableness, appropriateness and compliance with this agreement, if approved, will further process the vendor's invoice for disbursement of funds to the vendor.

The successful vendor will be encouraged to enroll in the West Virginia State Auditor's E Vendor Program which allows the vendor's reimbursement to be processed electronically.

The following situations shall be valid reasons to cause a reduction in the vendor's monthly invoice amount:

- 1) All "non-patrolled" routes/hours for any segments of the designated patrol routes are listed on Attachment A. Prospective vendors are required to provide an hourly rate for each shift option for such purposes on the Form of Bid provided. Non-patrolled route/hour values for reduction to vendor's invoice amount will be calculated using the vendor's program-wide hourly rate specified on the bid. (See Form of Bid for formula)

- 2) All questionable, unacceptable and/or unreported fuel consumption or purchases as identified by the WVDOT/DOH shall result in a like amount reduction to the vendor's monthly invoice amount.

It is expressly understood and agreed that in no event will the total reimbursement exceed the maximum amount established in this agreement.

### **ADVERTISING ON COURTESY PATROL VEHICLES**

Advertising on Courtesy Patrol vehicles is not currently part of this contract. Should the WVDOT/DOH and the Division of Tourism jointly agree to proceed with courtesy patrol advertising, that advertising will be administered by the Courtesy Patrol Vendor via change order to this contract or under a separate contract.

### **BID EVALUATION AND SUBMISSION REQUIREMENTS**

Prospective vendors shall submit bids for the operation of the statewide Courtesy Patrol Program as required on the attached Form of Bid.

Prospective vendors shall submit a bid price for monthly operating costs excluding all reimbursable items and services by the WVDOT/DOH on the attached Form of Bid.

Prospective vendors shall submit a bid price for the purchase of vehicles required for the 1<sup>st</sup> 12 month period of program operation as described in the Vehicle Requirements Section above. The bid price shall be provided on the attached Form of Bid.

Prospective vendors shall submit a bid price for a statewide hourly rate which shall be used for calculation of reductions as described under the Reimbursement Section above.

The bid evaluation and contract award shall be based on the combined cost of monthly operation and vehicle purchase price for the 1<sup>st</sup> 12 month period of contract performance. The contract shall be awarded to the lowest responsible bidder meeting the requirement of the specifications.

### **BID SUBMISSIONS**

Additionally, prospective vendors should submit the following items with their bid package:

- A concise summary detailing a minimum of three (3) years experience of successfully managing a program (statewide preferred) which utilized TANF receipts and/or individuals receiving public aid or assistance for 50% or more of its prime workforce.
- Documentation from a federal and/or state enforcement agency which certifies both Homeland Security Training and Amber Alert Program Training has been provided to the prospective vendor or vendor's designee.
- Valid membership in an Intelligent Transportation System (ITS) organization.
- Verification of two (2) years minimum experience managing a communication center responsible for emergency response dispatch.

- Valid membership in an Intelligent Transportation System (ITS) organization.
- Verification of two (2) years minimum experience managing a communication center responsible for emergency response dispatch.

It is preferred that vendors include these listed items with their bid package; however, failure to provide this information within the stated time period upon request by the agency during the evaluation period may result in the disqualification of the vendor's bid.

Prior to award of the contract, the selected vendor shall be required to submit the following documentation to the WVDOT/DOH:

- Vendor's Training Plan/Program summarizing the content and instructors' names for each of the skill/subject areas.
- Proof of professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Proof of motor vehicle insurance for the fleet of vehicles required by this agreement.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to this agreement/contract.

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age

In accordance with the Age Discrimination Act of 1975, as amended, 29 U.S.C. §§ 6101 et seq. and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities

In accordance with Section 102 of the Americans With Disability Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disability Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.



## VENDOR RELATIONSHIP

The relationship of the vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this agreement. The vendor, as independent contractor, is solely liable for the acts and omissions of its employees and agents.

The vendor shall be responsible for final selection, supervision and compensation of any and all individuals employed pursuant to the terms of this agreement and resulting contract. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

The vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, excluding but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of necessary documents, forms and returns pertinent to all of the foregoing.

The vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payment, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without express written consent of the West Virginia Department of Transportation/Division of Highways.

## INDEMNIFICATION

The vendor agrees to indemnify, defend and hold harmless the State and the West Virginia Department of Transportation/Division of Highways, their officers, and employees from and against:

- (1) Any claims or loss of services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this contract.
- (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract or by federal or state statutes or regulations.
- (3) Any failure of the vendor, its officers, employees or subcontractors to observe state and federal laws, including but not limited to labor and wage laws.
- (4) Any claims, losses or liabilities for or arising out of injuries to persons or damage to real or personal property arising out of the performance of the work provided for in this agreement by the vendor, its employees, subcontractors, or agents.

## INTERSTATES

	<u>Quantity Patrol Trucks Required</u>
Interstate 64: From Kentucky State Line (Wayne Co.) to Charleston (Kanawha Co.)	2
Again from Jct. I-77/I-64 (Raleigh Co.) to Virginia State Line (Greenbrier Co.)	2
	----- 4
Interstate 68: From Maryland State Line (Preston Co.) to Jct. I-79/I-68 (Monongalia Co.)	1
Interstate 70: From Ohio State Line (Ohio Co.) to Pennsylvania State Line (Ohio Co.)	.5
Interstate 470: From Ohio State Line (Ohio Co.) to junction of I-70 (Ohio Co.)	.5
	----- 1
Interstate 77: From Ohio State Line (Wood Co.) to Charleston (Kanawha Co.) @ WV Parkways Entrance	3
Again at Princeton (Mercer Co.) to Virginia State Line (Mercer Co.)	1
	----- 4
Interstate 79: From Pennsylvania State Line (Monongalia Co.) to Charleston (Kanawha Co.)	5
Interstate 81: From Maryland State Line (Berkeley Co.) to Virginia State Line (Berkeley Co.)	1
Interstate Spare Patrol Trucks	2
	-----
Total Patrol Trucks Required – Interstates	18

## APD CORRIDORS

		<u>Quantity Patrol Trucks Required</u>
Corridor D (US 50)	From Dupont Rd. Exit (Wood Co.) To Jct. I-79/US 50 (Harrison Co.)	2
Corridor G (US 119)	From Kentucky State Line (Mingo Co.) To Jct. US 119/WV 61 (Kanawha Co.)	3
Corridor H (US 33)	From Jct. I-79/US 33 (Lewis Co.) to Kerens Rd. (Randolph Co.) and from Moorefield (Hardy Co.) To Jct. US 33 and WV 55 near Baker	2
Corridor L (US 19)	From Jct. I-77/US 19 (Raleigh Co.) to Jct. I-79/US 19 (Braxton Co.)	2
Corridor Q (US 460)	From Virginia State Line – Bluefield to Virginia State Line – Glen Lyn, Virginia	1
	APD Spare Patrol Trucks	2
Total Patrol Trucks Required – APD Corridors		<hr/> 12

Attachment B

## GUIDELINE FOR COURTESY PATROL STATISTICS

Current Date \_\_\_\_\_

Courtesy Patrol Statistics for the period patrolled from \_\_\_\_\_  
to \_\_\_\_\_.

- Total miles traveled all patrol trucks:  
\_\_\_\_\_
- \_\_\_\_\_ telephone calls have been received:
  - \_\_\_\_\_ related to vehicle assists
  - \_\_\_\_\_ patroller related calls
  - \_\_\_\_\_ calls from the Parkways Authority
  - \_\_\_\_\_ calls from the WVDOH/DOT
  - \_\_\_\_\_ calls from various law enforcement agencies
  - \_\_\_\_\_ calls from 911 centers
  - \_\_\_\_\_ calls from traveling public
  - \_\_\_\_\_ motorists' appreciation call-ins
  - \_\_\_\_\_ miscellaneous calls
- \_\_\_\_\_ vehicles assisted.
- \_\_\_\_\_ stops to remove debris from the highways
- \_\_\_\_\_ deer and \_\_\_\_\_ other animal carcasses removed from highways.
- \_\_\_\_\_ bear carcasses removed from highways.
- \_\_\_\_\_ routine procedural checks done on vehicles.
- \_\_\_\_\_ abandoned vehicles were checked.
- \_\_\_\_\_ occurrences first aid given and CPR given \_\_\_\_\_ times.
- \_\_\_\_\_ travel literature distributed

FORM OF BID

WEST VIRGINIA COURTESY PATROL PROGRAM

	Monthly	12 Months Operating Cost	Vehicle Cost	Total 12 Month Cost*
Bid Amounts	\$	\$	\$	\$

\*Note: Total 12 Month Cost is sum of Vehicle Cost plus 12 Months Operating Cost

Statewide Hourly Rate: \$ \_\_\_\_\_

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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 Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. \_\_\_\_\_

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.

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** \_\_\_\_\_