



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
AGR1018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF AGRICULTURE
 REGULATORY PROTECTION DIVISION
 BUILDING 11
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2222

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: 04/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-11		
CHROMATOGRAPH/MASS SPECTROMETER (LC/MS) SYSTEM PER THE ATTACHED SPECIFICATIONS WRITTEN QUESTIONS MAY BE SUBMITTED NO LATER THAN 4:30 PM ON 3/31/10 TO THE FOLLOWING: RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RON.N.PRICE@WV.GOV NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 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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BID OPENING DATE: **04/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: RP-41 RFQ. NO.: AGR1018 BID OPENING DATE: 4/13/10 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ AGR1018 ***** TOTAL: _____						

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Chromatograph/Mass Spectrometer (LC/MS) System

The West Virginia Department of Agriculture (WVDA) is soliciting responses for a Liquid Chromatograph/Mass Spectrometer (LC/MS) System for analysis of pesticides and antibiotics.

WVDA seeks to acquire the LC/MS system via a purchase with maintenance or a lease-purchase agreement for a period of three to five years. The vendor must provide terms on the lease agreement lasting either three, four, or five years with an option to purchase at the end of the lease period.

Vendor must provide data with the bid validating that their product meets the bid specifications, training, warranty, complete premium service for all equipment/instruments and software including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement / warranty period at no expense to the agency. References with point of contact verifying the product qualifications. The Vendor must send, if not, it will result in disqualification of Vendors Bid.

Vendor must provide 72-hour response time for on-site service/replacement.

Vendor must provide toll free telephone number for technical service/assistant.

Vendor will provide loaner instrument, at no charge to the purchaser, during warranted period should instrument need to be sent out for repairs.

Two (2) copies of all systems manuals (operations, training, technical, service maintenance, etc.) shall be included at no charge to the owner.

Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the purchaser.

Vendor will do on-site training (labor and non-consumable supplies included) for all instruments and software at no charge to the purchaser.

The following/attached specifications are to set the minimum standards of construction, performance, and test capability.

ADDITIONAL SPECIFICATIONS

Site Preparation: Vendor must provide documentation of recommended environmental conditions, power supplies and gas supplies that are required, and a list of samples and solvents required for installation. Operating the instrument in conformance with these conditions will enable the instrument to achieve its optimum performance. Failure to send will result in disqualification of the Vendors Bid.

Installation: The bid must include all parts and services necessary to render the system operational, including installation, calibration, basic hardware, software, troubleshooting and maintenance.

Warranty: The warranty must be complete premium service for all software/hardware, equipment/instruments including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement at no expense to the agency for the duration of the lease agreement. With the purchase you must provide warranty & maintenance under a maintenance contract.

Updates: Any and all updates that become available during the course of the lease agreement or purchase must be made available and properly installed along with additional on-site training at no cost to the agency.

Delivery Time Frame: It must be delivered within 45 days

CUSTOMER SERVICE

- Manufacturer shall provide a 72 – hour or better on-site service response for the duration of the lease agreement or warranty/ maintenance.
- Lifetime 800 number for Technical Support
- Technical Assistance for Methods Development must be available for the duration of the lease agreement or warranty/ maintenance.
- Vendor must be able to provide free method development assistance for new methodology for the duration of the lease agreement or warranty/ maintenance

TRAINING: Must provide a minimum of 5 days of On-site Training to cover methods set-up and fine tuning, quantization, report generation, Full Scan and SIM combined methods development.

LCMS Triple Quadrupole System

LC/MS triple quadrupole system, API module and ESI housing; control software, PC, 1 MS40+ foreline pump, HPLC pumps, HPLC autosampler, HPLC column, installation, onsite training (2 days - covering theory, operation, and maintenance), and 1-year warranty.

LC Interface:

- The ESI and APCI spray needles must be orthogonal to the capillary interface in order to eliminate contamination of the MS. Ionization modes must include: Electrospray ionization (ESI). ESI must allow full X-Y adjustment of the spray needle relative to the capillary inlet and fine adjustment of inner needle position and operates over flow range of 1 to 1000 $\mu\text{L}/\text{min}$. ESI and optional APCI spray chambers must be hinged for easily and rapid switch between ionization techniques. Dual off-axis, capillary interface must operate in positive or negative ionization mode.

MS Features must include:

Full scan

Selected Ion Monitoring (SIM)

Precursor (Parent) scan

Product (Daughter) scan

Neutral Loss scan

Single Reaction Monitoring (SRM)

Multiple Reaction Monitoring (MRM) must have an upper operating m/z of 2000

High efficiency quadrupole mass filters (Q1 and Q3) must incorporate pre- and post-filters

- The Collision Cell assembly (Q2) must be a semi-circular design (180 degree path) for the removal of neutrals from the ion path and to maximize the sensitivity of the MS system. The collision portion of the assembly shall be at least 185 mm long to ensure a high dissociation efficiency. The 180 degree path of Q2 must place multiplier in true off-axis position from the source and provide a long (185 mm) collision path for efficient CID of precursor ions and must have open pre and post filter guides to pump collision gas away from Q1 and Q3, the mass filter quads.
- Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection and must have fast polarity switching (240 msec) and Electronic Pressure Control (EPC) for all API and CID gases.
 - Must have SelecTemp programmable temperature control that will deliver optimum drying gas temperatures at every point in a complex analysis. API interface with SelecTemp allows simplified setup, greater throughput, reduced contamination and improves detection of labile compounds.

- Must have SelecFlow, a programmable pressure control system, which allows accurate control of gas flows by time segment to provide better sensitivity and area reproducibility for specific compounds. Both SelecTemp and SelecFlow parameters need to be automatically recorded for GLP purposes. Spectral Library must be included
- Must have dual stage Turbomolecular Pump.
- Space Requirements: LCMS TripleQuad, Pumps, Autosampler and PC, must be able to be mounted on top of a standard laboratory bench within a width of 48" and depth of 32".

Workstation Features:

Software must control all MS functions and allows fully automated quantitative and qualitative analyses with standard and optional custom reports

The workstation must control all HPLC options to include autosamplers, pumps, and detectors.

Liquid Chromatography Pump for LC/MS

The pumping system features:

Must have self-aligning pump seal design for long seal life

Self priming design for reliability and ease-of-use

Rugged, stackable metal boxes for small lab bench footprint

Controlled by MS Workstation Software

The pumping system performance Solvent delivery system for analytical LC/MS applications that includes integral high pressure mixer, connecting tubing and associated parts

Performance

Settable Gradient Flow Rate range: 100 μ L/min to 2.0 mL/min (0.001 mL/min increments)

Settable Isocratic Flow Rate range: 0.001 mL/min to 2.0 mL/min (0.001 mL/min increments)

Maximum Pressure: 400 Bar (6000 psi)

Flow Precision: ± 1.5 %

Flow Accuracy: ± 1 % or ± 1 μ L/min, whichever is greater

Gradient Composition Accuracy: $< \pm 1\%$ absolute (10% step test, water @ 200 μ L/min 2000 psi)

Gradient Compositional Precision: $< \pm 1\%$ absolute (10% step test, water @ 200 μ L/min 2000 psi)

Pressure Pulsation: $< 1.0\%$ P/P (200 μ L/min, 2000 psi)

Power input: 85 to 264 V AC, 47 to 63 Hz, 60 watts

Communications: RS232

Control: Keypad or MS Workstation

Note: Unless otherwise indicated specified values apply from 100 to 400 μ L/min.

Specifications

Must be fully controlled by MS Workstation
Must be housed in rugged, stackable metal boxes for low EMC emissions
Must be supplied as a factory tested, pre-plumbed, binary gradient package for ensured start up and performance
Self priming design for reliability and ease-of-use
Must have patented self-aligning pump seal design – for seal long life

Must have In-line degasser, 2 channel, 1mL/min

Autosampler

Injection range:

Standard: 1-5000 μL ; 1- μL increments; 500- μL syringe

Sample capacity:

Standard: 84 2-mL vials plus 3 10-mL vials (1 double-wide tray)

Optional: 96 2-mL vials (2 trays of 48), or 24 10-mL vials (2 trays of 12), or 192 wells (2 plates of 96, deep or shallow plates), or 768 wells (2 plates of 384, shallow plates)

Any 2 tray configuration is allowed (except for 384-shallow left side and 96-deep right side) Must have a sensor for missing vial/well plate

Injection precision:

RSD for injection volume $>5 \mu\text{L}$:

Full-loop: 0.3%

Partial-loop: 0.5%

μL pick-up: 1.0%

Carry-over

$<0.05\%$ (typical)

Needle wash:

1 solvent; programmable volume; wash reservoir: 250-mL borosilicate glass

Option: 6 wash solvents (SSV option)

Cycle time:

<60 seconds in all injection modes with injection volume $<100 \mu\text{L}$, including 250- μL wash

Standard hardware configuration:

15- μL injection needle; 500- μL syringe; 1000- μL buffer tubing; and 100- μL sample loop

Sampling technology:

Integrated air-pressure assisted sample aspiration (no external gas source required)

No sample-syringe contact

Fixed concentric air/sample needle pair

OptiPlex 960 MiniTower Computer:

Base: Intel® Core 2 Duo E8400 (Dual Core technology XD), 3.0GHz, 6MB L2 cache, 1333MHz FSB

Memory: 2GB (2 x 1GB) DDR2 Non-ECC SDRAM, 800MHz, (filling 2 of 4 slots expandable to 8GB)

Video: Video card in PCIe bus with 1 DVI (digital) 1920x1200 max. output

Sound: Integrated sound card and chassis mounted speaker

Network: Integrated Intel NIC (10/100/1000BaseT Ethernet)

Hard Drive: SATA 250GB, 3.0GB/s, 7200 RPM with 8 MB buffer (NTFS format)

Removable Media Storage Device: 16X DVD+/-RW SATA Drive with Roxio Creator (Dell edition)

Floppy Drive: 1.44MB 3.5 Inch Floppy Drive

Card Slots: 4 PCI full height slots (2 standard PCI, 1 PCIe x16 graphics, 1 PCIe x1)

Ports: 1 serial port; 1 parallel port; RJ-45 network port; 8 USB 2.0 ports (2 in front, 6 on rear panel)

Keyboard & Mouse: Dell USB enhanced multimedia keyboard & USB premium optical 5-button scroll mouse (no PS/2 connectors)

Operating System: Microsoft® Windows® XP Professional, SP2

Hardware Support Services: 3 Year Limited Warranty (Next Business Day On-Site Service)

Resource CD: Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems

NOTE: Minitower dimensions: H:16.10 in. x W:7.32 in.; D:16.97 in.. RoHS Compliant Lead Free Chassis and Motherboard. Monitor or printer NOT included.

LC/MS/MS Performance Specifications

Mode	Test Standard	S/N*
+ESI SIM	5 pg Reserpine	10:1
+ESI MS/MS	5 pg Reserpine	10:1

*Based on RMS noise; 0.7 PWHM res

Nitrogen Generator

LC/MS nitrogen generator must be specifically designed to meet the gas flow, purity and pressure requirements of the LC/MS instruments.

Utilizing the pressure swing adsorption (PSA) technique, the generator should provide a continuous stream of clean, dry nitrogen without the need for secondary purification and are fully compatible with all known APCI and ESI interfaces. The model should feature an integral oil-free compressor, giving increased security of supply, completely removing the reliance on external air supplies.

Features:

- Suitable for nebulizing, sheath and drying gas
- Integral oil-free compressor
- Fully regenerative, proven durability PSA technology
- Phthalate-free
- Soundproofed compressor box
- Digital interface
- CE, UL and CRN approved
- Global manufacturing support

Cost Sheet

Vendors must complete the below cost sheet

Chromatograph / Mass Spectrometer LC / MS

** If bidding and equal product, please list manufacturer and model on the line below.
Model literature should be included with your bid.

Manufacturer _____ Model Number _____

	3 yr Lease Option Including Maintenance \$	4 yr Lease Option Including Maintenance \$	5 yr Lease Option Including Maintenance \$
Purchase Option			
Equipment \$			
Maintenance			
3 year \$			
4 year \$			
5 year \$			
Total Equipment Purchase/w 3 yr Maintenance \$			
Total Equipment Purchase/w 4 yr Maintenance \$			
Total Equipment Purchase/w 5 yr Maintenance \$			

The options above will be used for evaluation purposes.

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.

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 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 _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____