



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
COR61432

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CORRECTIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2010				

BID OPENING DATE: 02/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-84-10-001		
SLAUGHTER HOUSE SERVICES OPEN-END CONTRACT TO PROVIDE SLAUGHTERING AND PROCESSING THE WEST VIRGINIA DIVISION OF CORRECTIONS, PER THE SPECIFICATIONS, AND BID FORMS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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. 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. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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<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 CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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<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 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: COR61432-----</p> <p>BID OPENING DATE: 2/24/2010-----</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 COR61432 ***** TOTAL: _____</p>						

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COR61432 - Specifications

To provide slaughtering and processing services in accordance with the attached bid form. Processed meat must be packed, frozen, and delivered in a refrigerated truck to the facilities listed on the bid form. Specific instructions on meat cuts will be supplied at the time of each shipment. Cuts should follow as closely as possible to portion sizes specified.

We reserve the right to award multiple contracts due to the geographic areas that our facilities are located, should that prove to be more cost effective. In that case, we will break the state down into three regions, determined by the county that the facility is located. If the vendors desires, they can bid on one region or multiple regions, but must show delivery costs to each site, and be willing to coordinate deliveries where possible to allow multiple site deliveries at a time.

The WV Dept. of Agriculture will be responsible for deliveries to the vendor on a schedule determined by the Farm Commission and the vendor.

Vendor must be able to deliver to facilities from Monday-Friday, excluding holidays, from 8:00 am to 4:00 PM

The effective date of the contract would be April 1, 2010.

Not only will a single statewide vendor be preferred, the Division of Corrections reserves the right to make multiple awards, should it prove to be beneficial and cost effective in accordance with the regions outline below.

Region 1: Ohio, Marshall, Pleasants, Taylor

Region II: Mason, Cabell, Kanawha, Fayette

Region III: Raleigh, Greenbrier, Pocahontas, Randolph

COR61432 - Anthony Correctional Center
Box N-1, HC 70
White Sulphur Springs, WV 24986

Item #	Description	Estimated Yearly Order	Unit Price	* Extended Price
1	Beef Slaughtering Fees / Head	50		
1.1	Beef Cuts: lbs	3607		
1.4	Ground Beef/Bulk-lbs	24624		
1.6	Roasts-lbs	2037		
2	Pork Slaughtering Fees / Head	51		
2.2	Seasoned Sausage - Bulk-lbs	2790		
2.5	Pork Chops - 4oz	2211		
2.6	Bn. Hams-lbs	1399		
2.7	P. Shoulder-lbs	1463		
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				

Phone# : _____				
Email Address: _____				

COR61432 -Beckley Correctional Center 111 S. Eisenhower Drive Beckley, WV 25801				
Item #	Description	Estimated Yearly Order	Unit Price	* Extended Price
1	Beef Slaughtering Fees / Head	12	\$	\$
1.2	Beef Patties - lbs	2268	\$	\$
1.4	Ground Beef/Bulk-lbs	1920	\$	\$
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				

Phone#: _____				
Email Address: _____				

**COR61432 - Charleston Work Release
607 Brooks Street
Chareston, WV 25301**

Item #	Description	Estimated Yearly Order	Unit Price	* Extended Price
1	Beef Slaughtering - Fees	66	\$	\$
1.1	Beef Cuts: lbs	676	\$	\$
1.2	Beef Patties - lbs	432	\$	\$
1.4	Ground Beef/Bulk-lbs	1215	\$	\$
1.6	Roasts-lbs	816	\$	\$
1.7	Cubed Steak - 4oz	198	\$	\$
2	Pork Slaughtering Fees / Head	8	\$	\$
2.2	Seasoned Sausage - Bulk-lbs	718	\$	\$
2.5	Pork Chops - 4oz	215	\$	\$
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				

Phone#: _____				
Email Address: _____				

**COR61432 - Denmar Correctional Center
 HC 64, Box125
 Hillsboro, WV 24946**

Item #	Description	Estimated Yearly Order	Unit Price	Extended Price
1	Beef Slaughtering - Fees	48		
1.4	Ground Beef/Bulk-lbs	28800		
2	Pork Slaughtering Fees / Head	60		
2.2	Seasoned Sausage - Bulk-lbs	4800		
2.4	Pork Roasts-lbs	1800		
2.5	Pork Chops - 4oz	5400		
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				

Phone# : _____				
Email Address: _____				

**COR61432 -Huntington Work Release
1236 Fifth Avenue
Huntington, West Virginia 25701**

Item #	Description	Estimated Yearly Order	Unit Price	Extended Price
1	Beef Slaughtering Fees / Head	12	\$	\$
1.2	Beef Patties - lbs	960	\$	\$
1.4	Ground Beef/Bulk-lbs	1416	\$	\$
1.5	Stew Beef-lbs	720	\$	\$
1.6	Roasts-lbs	396	\$	\$
1.7	Cubed Steak - 4oz	516	\$	\$
2	Pork Slaughtering Fees / Head	12	\$	\$
2.2	Seasoned Sausage - Bulk-lbs	780	\$	\$
2.5	Pork Chops - 4oz	216	\$	\$
2.8	Spare Ribs-lbs	168	\$	\$
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				
Phone#: _____				
Email Address: _____				

COR61432 -Huttonsville Correctional Center P.O. Box 1 Huttonsville, WV 26273				
Item #	Description	Estimated Yearly Order	Unit Price	Extended Price
1	Beef Slaughtering Fees / Head	36		
1.4	Ground Beef/Bulk-lbs	15000		
1.5	Stew Beef-lbs	1920		
2	Pork Slaughtering Fees / Head	24		
2.2	Seasoned Sausage - Bulk-lbs	4000		
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				
Phone# : _____				
Email Address: _____				

COR61432 - Lakin Correctional Center 11264 Ohio River Road West Columbia, WV 25287				
Item #	Description	Estimated Yearly Order	Unit Price	Extended Price
1	Beef Slaughtering Fees / Head	8	\$	\$
1.2	Beef Patties - lbs	2500	\$	\$
1.4	Ground Beef/Bulk-lbs	5000	\$	\$
2	Pork Slaughtering Fees / Head	75	\$	\$
2.2	Seasoned Sausage - Bulk-lbs	5000	\$	\$
2.3	Seasoned Sausage - Patties per pound	2500	\$	\$
2.4	Pork Roasts-lbs	500	\$	\$
Bidder / Vendor Information: Name: _____ Address: _____ _____ Phone# : _____ Email Address: _____			GRAND TOTAL	

COR61432 -MT Olive Correctional Center 1 Mountainside Way Mt. Olive, West Virginia 25185				
Item #	Description	Estimated Yearly Order	Unit Price	* Extended Price
1	Beef Slaughtering Fees / Head	18	\$	\$
	Quartered	18	\$	\$
2	Pork Slaughtering Fees / Head	30	\$	\$
	Halved	30	\$	\$
Bidder / Vendor Information: Name: _____ Address: _____ _____ Phone#: _____ Email Address: _____			GRAND TOTAL	\$

**COR61432 -Pruntytown Correctional Center
P.O. Box 159, Rt 4 Box 49A
Grafton, West Virginia 26354**

Item #	Description	Estimated Yearly Order	Unit Price	* Extended Price
1	Beef Slaughtering Fees / Head	60	\$	\$
1.1	Beef Cuts: per pound hanging weight	23,328	\$	\$
1.2	Beef Patties - lbs	5,400	\$	\$
1.4	Ground Beef/Bulk lbs	8424	\$	\$
1.5	Stew Beef lbs	4678	\$	\$
1.6	Roasts lbs	626	\$	\$
1.7	Bottom/Top Round/Rib Eye Steak/Sirloin Tip-lbs	4200	\$	\$
2	Pork Slaughtering Fees / Head	36	\$	\$
2.1	Pork Cuts: per pound hanging weight	1832	\$	\$
2.2	Seasoned Sausage - Bulk-lbs	1600	\$	\$
2.9	Pork Liver lbs	250	\$	\$
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____				
Address: _____				

Phone#: _____				
Email Address: _____				

COR61432 -St. Marys Correctional Center 2880 N. Pleasants Highway St. Marys, WV 26170				
Item #	Description	Estimated Annual Order Qty.	Unit Price	Extended Price
1	Beef Slaughtering - Fees	86	\$	\$
1.2	Beef Patties - lbs	5444	\$	\$
1.3	Beef liver - 4oz	587	\$	\$
1.4	Ground Beef/Bulk-lbs	18869	\$	\$
1.5	Stew Beef-lbs	1657	\$	\$
1.6	Roasts-lbs	1728	\$	\$
Bidder / Vendor Information:			GRAND TOTAL	\$
Name: _____ Address: _____ _____ Phone# : _____ Email Address: _____				

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 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 _____