

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).



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
DNR210088

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT
 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV
 25882 304-294-6000**

DATE PRINTED 01/13/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/17/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 01/29/10 @ 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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)</p>						

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'



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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</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</p>						

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 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV
 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING TIME:	1:30 PM	
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 DNR210088 ***** TOTAL:						_____

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'

DNR210088 - Twin Falls Resort State Park
Purchase of Bedspreads and Purchase and Installation of Drapes for New
Addition Guest Rooms and Existing Guest Rooms and Purchase and
Installation of Drapes for Azalea and Dogwood Conference Rooms,
Office and Fitness Room
Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase of bedspreads and the purchase and installation of drapes for its new twenty-seven (27) guest room addition and twenty (20) existing guest rooms and the purchase and installation of drapes for the Azalea and Dogwood Conference Rooms, Office and Fitness Room. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within forty-five (45) days of purchase order award.

GENERAL SPECIFICATIONS FOR CUSTOM BEDSPREADS

1. Bedspread face must meet the following minimum specifications:
 - Must be 100% Polyester, IFR, and a minimum of 9.71 weight; and
 - Fabric, pattern and color of bedspread face must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard fabrics, colors and patterns.
2. Fill of bedspread must be 100% polyester with a minimum of 8 oz bonded polyester.
3. Bedspread backing must meet the following minimum specifications:
 - Must be 100% polyester and multi-purpose flame retardant;
 - Must be a minimum of 126" width;
 - Must be a minimum of 0" vertical repeat;
 - Must be a minimum of 0" horizontal repeat; and
 - Fabric, pattern and color of bedspread backing must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard fabrics colors and patterns.
4. Quilting of bedspread must meet the following minimum specifications:
 - Must be machine quilted 100% nylon treads. Color of thread must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard thread colors; and

- Shuttle threads must have a minimum repeat of 6". Color of thread must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard thread colors.
5. Bedspread pattern must be double onion.
 6. Bedspread construction must have hems a minimum of 1" to 1½" turned and straight stitched using poly-cotton thread.
 7. Bedspread style must be a throw with open corners with gussets. Bedspread must meet the following minimum specifications:
 - Must have a pillow tuck a minimum of 16" included in length.
 8. The bedspread care guidelines must meet the following minimum specifications:
 - Washing cycle must be perma-press setting, warm wash, cool rinse with mild detergent and temperature to not exceed 120 °.
 - Drying cycle must be perma-press or delicate setting and cool air only at a maximum temperature of 120 °.
 9. Bedspread packaging must meet the following minimum specifications:
 - All bedspreads must be folded and poly-bagged; and
 - Be packed in heavy duty cardboard boxes for shipment

The following bedspread sizes are to be provided:

- Twin size - 93" W x 127" L
- Double size - 108" W x 127" L
- Queen size - 114" W x 127" L
- King size - 130" W x 127" L

GENERAL SPECIFICATIONS FOR CUSTOM DRAPES

Custom pinch pleated drapes must meet the following minimum specifications:

- Must be lined;
- Must include stiffeners for baton draw;
- Must be ceiling mounted; and
- Must have single 4" Hems.

- Fabric, color of drapes, and color of lining must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard fabrics colors and patterns.

The following estimated drape sizes are to be provided:

Monarch Wing Guest Rooms - 79" H x 185" W
 Monarch Wing Guest Rooms - 85" H x 158" W
 Monarch Wing Guest Rooms - 85" H x 32" W
 Cardinal Wing Guest Rooms - 88" H x 89 ½" W
 Cardinal Wing Guest Rooms - 88" H x 78" W
 Cardinal Wing Guest Room - 88" H x 70" W
 Cardinal Wing Hallway - 48" H x 48" W
 Cardinal Wing Azalea Conference Room - 118" H x 115" W
 Cardinal Wing Guest Rooms - 59" H x 71" W
 Cardinal Wing Fitness Room - 59" H x 71" W
 Cardinal Wing Office - 59" H x 71" W
 Cardinal Wing Dogwood Conference Room - 59" H x 71" W

GENERAL SPECIFICATIONS FOR DRAPERY HARDWARE

Kirsch Architrac Series 94001 track or equal. The hardware must meet the following minimum specifications:

- Must be able to be wall or ceiling mounted;
- Must be constructed of a minimum of extruded .50" aluminum alloy, etched and anodized;
- Must have a baked on enamel finish.
- Must have a minimum of two (2) end pulleys for light or heavyweight draperies; and
- Color of finish must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard colors.

The successful vendor will be required to install all drapery and hardware.

WARRANTY: Vendor must provide a one (1) year warranty on all fabric, hardware and workmanship. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

MANDATORY PRE-BID: A mandatory pre-bid conference will be held on January 27, 2010, at 11:00 a.m. at Twin Falls Resort State Park. Each vendor will be expected to complete field measurements of all custom drapes to determine the exact drape measurements. An addendum will be issued after the mandatory pre-bid to clarify all drapery measurements. A failure to attend the mandatory pre-bid conference will result in bid disqualification.

DNR210088 - Twin Falls Resort State Park
Purchase of Bedspreads and Purchase and Installation of Drapes
Open End Contract
MANUFACTURER'S LIST

Item	Description	Manufacturer	Item No.
1	Twin size throw with open corners with gussets bedspread.		
2	Double size throw with open corners with gussets bedspread.		
3	Queen size throw with open corners with gussets bedspread.		
4	King size throw with open corners with gussets bedspread.		
5	Monarch Wing Guest Rooms - 79" H x 185" W		
6	Monarch Wing Guest Rooms - 85" H x 158" W		
7	Monarch Wing Guest Rooms - 85" H x 32" W		
8	Cardinal Wing Guest Rooms - 88" H x 89 ½" W		
9	Cardinal Wing Guest Rooms - 88" H x 78" W		
10	Cardinal Wing Guest Room - 88" H x 70" W		
11	Cardinal Wing Hallway - 48" H x 48" W		
12	Cardinal Wing Azalea Conference Room - 118" H x 115" W		
13	Cardinal Wing Guest Rooms - 59" H x 71" W		
14	Cardinal Wing Fitness Room - 59" H x 71" W		
15	Cardinal Wing Office - 59" H x 71" W		
16	Cardinal Wing Dogwood Conference Room - 59" H x 71" W		
17	Kirsch Architrac Series 94001 track or equal.		

DNR210088 - Twin Falls Resort State Park
Purchase of Bedspreads and Purchase and Installation of Drapes
Open End
PRICING SHEET

Item	Estimated Quantity	Description	Unit Price	Amount
1	30	Twin size throw with open corners with gussets bedspread.		
2	57	Double size throw with open corners with gussets bedspread.		
3	25	Queen size throw with open corners with gussets bedspread.		
4	19	King size throw with open corners with gussets bedspread.		
5	20 pairs	Monarch Wing Guest Rooms - 79" H x 185" W		
6	2 pairs	Monarch Wing Guest Rooms - 85" H x 158" W		
7	2 pairs	Monarch Wing Guest Rooms - 85" H x 32" W		
8	17 pairs	Cardinal Wing Guest Rooms - 88" H x 89 ½" W		
9	3 pairs	Cardinal Wing Guest Rooms - 88" H x 78" W		
10	1 pair	Cardinal Wing Guest Room - 88" H x 70" W		
11	1 pair	Cardinal Wing Hallway - 48" H x 48" W		
12	1 pair	Cardinal Wing Azalea Conference Room - 118" H x 115" W		
13	6 pairs	Cardinal Wing Guest Rooms - 59" H x 71" W		
14	1 pair	Cardinal Wing Fitness Room - 59" H x 71" W		
15	1 pair	Cardinal Wing Office - 59" H x 71" W		
16	2 pairs	Cardinal Wing Dogwood Conference Room - 59" H x 71" W		
17	29	Kirsch Architrac Series 94001 track or equal.		
		TOTALS		

The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.

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 _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____