



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
DNR210144

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES
 BERWIND LAKE WMA
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 38
 WARRIORMINE, WV
 24894 875-4663**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010				

BID OPENING DATE: **03/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>PLAYGROUND EQUIPMENT BERWIND WMA</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PLAYGROUND EQUIPMENT FOR THE BERWIND WILDLIFE MANAGEMENT AREA LOCATED IN WARRIORMINE, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</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'

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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<p>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 THE 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>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</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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DNR210144**Berwind Lake Wildlife Management Area
Playground Specifications**

To supply playground equipment to offer play activities for children ages two (2) to twelve (12) at Berwind Lake Wildlife Management Area, Warriormine West Virginia. Playground equipment will be purchased for three (3) separate areas in the park. Park personnel will install all playground equipment. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources. All items must be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.

POOL AREA PLAYGROUND

Miracle tarantula climber, Model #4561, or equal. Climber must have a horizontal top ring of two rails with rungs; have four vertical support legs attached to the ring's inner rail; and have four vertical climber ladder assemblies attached to the ring's outer rail.

Miracle, 630° typhoon slide, Model #65759, or equal. Slide must be freestanding with a spiral one-piece open bed-way; have an enclosed platform a minimum of 9'4" in height; and have pvc-coated steel steps with handrails.

Miracle chipper squirrel "C" spring rider model #918, or equal. Rider must be freestanding and must allow for a traditional rocking horse type movement utilizing a flat strip style spring that has been formed into a "C" shape. Rider must have a footrest with an aluminum enamel finish and footrest caps with nickel chrome and the finish mounting frame must have a galvanized finish

Miracle pokey the snail "C" spring rider, Model #963, or equal. Rider must be freestanding and must allow for a traditional rocking horse type movement utilizing a flat strip style spring that has been formed into a "C" shape. Rider must have a footrest with an aluminum enamel finish and footrest caps with nickel chrome and the finish mounting frame must have a galvanized finish.

Miracle 5" OD arch tire swing complete model #714852, or equal. Swing frame must have two end arches; have a header; have clamps which assemble to form a swing frame; have swivel and tire assemblies attached to the frame by pvc-coated chains. Arch assembly must be constructed of a minimum of 5" tube; and tire assembly must swing to and fro and must rotate 360°.

Miracle 5" OD arch 2 bay swing frame 4 seats REQ MC, Model #7148524, or equal. Frame must have two end arches and one center arch; have an OD top rail to form a 2-bay swing frame; be constructed of a minimum of 5" tube.

DNR210144**Berwind Lake Wildlife Management Area
Playground Specifications**

Miracle the whirl (merry-go-round), Model #303, or equal. Whirl must have four u-shaped handrails atop a deck assembly that spins on a center hub; and have a speed governing device that is concealed and activated by centrifugal force.

ENTRANCE AREA PLAYGROUND

Miracle, peak climber, Model #4582a2, or equal. Freestanding climber must have a center post and ground-mounted inclined rails that contain a series of welded "U" loops on undersides.

Miracle 405° typhoon slide, Model #65749, or equal. Slide must be freestanding with a spiral one-piece open bed way; have an enclosed platform a minimum of 6' 3" in height; and have pvc coated steel steps with handrails.

Miracle twin rider, Model #6081, or equal. Rider must accommodate two children; have twin coin springs for four way rock and teeter; have a steel frame with aluminum seats; have a steel hand and floor rest; and have a Perma-guard finish. Each spring must have two spirals lock plates for attachment to the support arm and mounting frame.

OFFICE AREA PLAYGROUND

Miracle swing part slash proof seat with clevis, Model #284, or equal. Seat must be a flexible flat single strap with end attachment points and have a galvanized steel clip a minimum of 3" wide triangle at end of each seat.

Miracle swing part tot seat 360° with clevis model #299, or equal. Seat must be flexible and fabricated into a configuration of a wide strap under and through the bottom, a wide strap around the top and have two interconnecting straps at the front and rear of the seat for complete enclosure of a small child.

Miracle OD arch one bay swing frame with two (2) s/p seats MC, Model #7148522s, or equal. Swing frame must have two end arches with OD top rail to form a single bay swing frame; and frame must be constructed of a minimum of 5" tube.

ITEMS FOR ALL THREE PLAYGROUNDS

Engineered wood fiber or equal. Material must be recently harvested and debarked; free of chemical treatments and additives; free of soil, twigs, leaves and other contaminants.

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**Berwind Lake Wildlife Management Area
Playground Specifications**

Geo-textile fabric, 2,250 sq. ft. roll, or equal. Fabric must provide a water permeable separation between the earth and the wood fiber and at least 150 gallons per square foot per minute.

Geo-textile fabric, 1,125 sq. ft. roll, or equal. Fabric must provide a water permeable separation between the earth and the wood fiber and at least 150 gallons per square foot per minute.

DNR210144
Berwind Lake Wildlife Management Area
Playground Specifications

All playground equipment and engineered wood fiber must meet the following requirements:

- Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.
- Compliance with ASTM Standard F 1487.
- Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.
- Compliance with Consumer Product Safety Improvement Act (CPSIA) Section 101 lead limits.

Vendors must submit the following attachments:

- Complete manufacturer's parts specifications and warranties.
- Layout drawing to scale of the proposed play structure or equipment.
- ASTM and CPSC Statement of Compliance

Warranties:

- All equipment and engineered wood fiber must be guaranteed to be free of defects in workmanship and material for a minimum of one year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

All playground equipment must include tamper proof fasteners to prevent theft and destruction.

Color scheme of equipment must be coordinated with Berwind Lake Wildlife Management Area. Color of items will be selected from manufacturer's standard colors.

DNR210144

Berwind Lake Wildlife Management Area

PLAYGROUND EQUIPMENT SHEET

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project.

If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

Item No.	Equipment	Manufacturer	Model
1	Pool Area Playground Miracle tarantula climber, Model #4561, or equal.		
2	Pool Area Playground Miracle, 630° typhoon slide, Model #65759, or equal.		
3	Pool Area Playground Miracle chipper squirrel "C" spring rider model #918, or equal.		
4	Pool Area Playground Miracle pokey the snail "C" spring rider, Model #963, or equal.		
5	Pool Area Playground Miracle 5" OD arch tire swing complete model #714852, or equal.		
6	Pool Area Playground Miracle 5" OD arch 2 bay swing frame 4 seats REQ MC, Model #7148524, or equal.		
7	Pool Area Playground Miracle the whirl (merry-go-round), Model #303, or equal.		
8	Entrance Area Playground Miracle, peak climber, Model #4582a2, or equal.		
9	Entrance Area Playground Miracle, 405° typhoon slide, Model #65749, or equal.		
10	Entrance Area Playground Miracle twin rider, Model #6081, or equal.		
11	Office Area Playground Miracle swing part slash proof seat with clevis, Model #284, or equal.		

DNR210144

Berwind Lake Wildlife Management Area

PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model
12	Office Area Playground Miracle swing part tot seat 360° with clevis model #299, or equal.		
13	Office Area Playground Miracle OD arch one bay swing frame with two (2) s/p seats MC, Model #7148522s, or equal.		
14	Engineered wood fiber or equal.		
15	Geo-textilefabric, 2,250 sq. ft. roll, or equal.		
16	Geo-textilefabric, 1,125 sq. ft. roll, or equal.		

Berwind Lake Wildlife Management Area Playground Equipment

PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Pool Area Playground Miracle tarantula climber, Model #4561, or equal.		
2	1	Pool Area Playground Miracle, 630° typhoon slide, Model #65759, or equal.		
3	1	Pool Area Playground Miracle chipper squirrel "C" spring rider model #918, or equal.		
4	1	Pool Area Playground Miracle pokey the snail "C" spring rider, Model #963, or equal.		
5	1	Pool Area Playground Miracle 5" OD arch tire swing complete model #714852, or equal.		
6	1	Pool Area Playground Miracle 5" OD arch 2 bay swing frame 4 seats REQ MC, Model #7148524, or equal.		
7	1	Pool Area Playground Miracle the whirl (merry-go-round), Model #303, or equal.		
8	1	Entrance Area Playground Miracle, peak climber, Model #4582a2, or equal.		
9	1	Entrance Area Playground Miracle, 405° typhoon slide, Model #65749, or equal.		
10	1	Entrance Area Playground Miracle twin rider, Model #6081, or equal.		
11	4	Office Area Playground Miracle swing part slash proof seat with clevis, Model #284, or equal.		
12	2	Office Area Playground Miracle swing part tot seat 360° with clevis model #299, or equal.		

Berwind Lake Wildlife Management Area Playground Equipment

PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
13	1	Office Area Playground Miracle OD arch one bay swing frame with two (2) s/p seats MC, Model #7148522s, or equal.		
14	5,800 sq. ft.	Engineered wood fiber or equal.		
15	2	Geo-textile fabric, 2,250 sq. ft. roll, or equal.		
16	1	Geo-textile fabric, 1,125 sq. ft. roll, or equal.		
		TOTAL		

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 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 _____