



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
ISCK0126

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - NETWORKING
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2010				

BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43		
MAINFRAME FOR DATA CENTER REQUEST FOR QUOTATION THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE AND INSTALL (1) MAINFRAME SERVER AT THE AGENCY'S DATA CENTER LOCATED IN BUILDING 6 ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/15/2010. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM AFTER THE DEADLINE HAS LAPSED. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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 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> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE TO PROCEED: THE SERVER SHALL BE INSTALLED AND OPERATIONAL WITHIN 60 DAYS OF THE ISSUANCE OF THE PURCHASE ORDER. THE DEINSTALLATION OF THE EQUIPMENT SHALL BE PERFORMED WITHIN 30 DAYS AFTER THE NEW EQUIPMTN IS INSTALLED AND ACCEPTED BY THE AGENCY.</p> <p>WARRANTY AND MAINTENANCE WILL TAKE EFFECT UPON THE SUCCESSFUL INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY. WARRANTY AND MAINTENANCE DATES WILL BE ADDED TO THE CONTRACT BY FORMAL CHANGE ORDER UPON ACCEPTANCE.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

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				CHARLESTON, WV 25305-0130		
<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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCK0126</p> <p>BID OPENING DATE: 04/22/2010</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>						

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I. SCOPE

The Data Center, West Virginia Office of Technology, identified hereinafter as “the customer,” seeks a new IBM System z10 Business Class Mainframe Server or equal.

II. CURRENT ENVIRONMENT

The customer currently owns and operates the following enterprise server:

Quantity	Machine/Product	Product Description
1	2086-A04 Ser. No. BE1FE	IBM enterprise server configured with 3 processors and 16 GB of memory. (Two processors are CP with 707 MIPS; one processor is an IFL with 366 MIPS.) Contains PR/SM feature and 3 LPARS: <u>LPAR1 (z/OS production LPAR # 1)</u> <u>LPAR2 (z/OS production LPAR # 2)</u> <u>LPAR3 (VM LPAR with LINUX)</u>
2	OSA Express 1000 Base-T	Total of 4 ports.
1	OSA Express Gb E	Total of 2 ports
4	FICON E LX	Total of 8 ports
2	FICON E2 LX	Total of 4 ports
14	ESCON	Total of 28 ports

III. NEW EQUIPMENT SPECIFICATIONS

1. The vendor shall furnish the equipment listed on Appendix A, or equivalent equipment.
2. The equipment shall be new. Remanufactured or warranted-as-new equipment is unacceptable.

3. At a minimum, the equipment shall be capable of supporting the following software:

IBM Z/OS Operating System:

5694-A01 z/OS V1 Base
 5694-A01 z/OS V1 C/C++ without Debug
 5694-A01 z/OS V1 RMF
 5694-A01 z/OS V1 DFSMS DSS+HSM
 5694-A01 z/OS V1 DFSORT
 5694-A01 z/OS V1 RMF
 5694-A01 z/OS V1 SDSF
 5694-A01 z/OS V1 Security Server
 5655-G53 Enterprise COBOL
 5655-M32 PSF V4 for Z/OS
 5655-103 DITTO/ESA
 5665-366 SDF II
 5668-910 OS PL/I Compiler & Library V2
 5625-DB2 DB2 UDB for Z/OS
 5688-190 PPFA/370
 5688-191 OGL/370
 5655-M15 CICS TS for Z/OS V3
 5698-S45 TSM Ext. Edition for Z/OS
 5608-S70 Tivoli AF/Operator for Z/OS V3

IBM Z/VM Operating System:

5741-SNS Z/VM V5
 874-005051-SILV Novell SuSE Linux Enterprise Server for IBM zSeries

IV. INSTALLATION, DE-INSTALLATION, AND MAINTENANCE REQUIREMENTS

1. The vendor shall install the new mainframe server, and de-install and remove the existing enterprise server, at the customer's central site:

Building 6, Room 110
 1900 Kanawha Blvd. E.
 Charleston, WV 25305

2. The vendor and customer shall meet at the customer's premises within 15 days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date.
3. The server shall be installed and operational within 60 days after issuance of purchase order.

4. The vendor shall de-install the customer's existing enterprise server equipment, identified in Section II, above, and remove it from the customer's site, within 30 days after the new equipment is installed and fully operational. Work should be done during normal business hours (8:00 a.m. to 5:00 p.m.) if possible. But work can be done on weekends or after normal business hours as long as it is scheduled with, and approved by, the customer.

There is a loading dock adjacent to the building where the equipment is located. The dock area is accessible by tractor-trailer. The dock itself is approximately four (4) feet high. There are no tight turns, carpet, or other such obstacles between the loading dock and the equipment.

5. The vendor shall provide on-site hardware, firmware, and software engineering support, and customer training, at or about the time of system installation.
6. The systems shall be maintained by the manufacturer or by a representative(s) trained and authorized by the manufacturer.
7. The vendor shall **warrant and maintain** the systems for 36 months after installation. During this 36-month period, the vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes and modifications, and otherwise maintain the systems at no cost to the customer.

V. SERVER MIGRATION ENGINEERING SUPPORT

The following services shall be performed at the customer's site. The support shall commence with pre-installation and shall continue until all of the services have been provided to the customer's satisfaction, all applications have been migrated from the old server to the new server, and the new server is fully operational.

1. Review PSP information for z/VM and z/OS and run EPSPT tool.
2. Assist in applying necessary maintenance.
3. Review SAPR Guide and Must Reads for potential problems.
4. Review Driver Exception Letter for potential problems.
5. Review current I/O system and develop migration plan for new z/10 hardware.
6. Develop new IODF for new hardware.
7. Run CHPID Mapping Tool.
8. Build input for stand-alone IOCP.
9. Run stand-alone IOCP on new z/10 hardware.
10. Customize OSA ICC cards.
11. Build icons on new HMC
12. Build Reset, Image and Load profiles for new z/10 hardware.
13. Review current system software profile members and modify or create members for z/10 hardware.

14. Review TCP/IP parameters and modify if necessary.
15. Review VTAM parameters and modify if necessary.
16. Assist in configuring Crypto Cards on new z/10 hardware and migrating keys.
17. Assist in the physical migration to the new z/10 hardware.
18. Assist in the software migration to the new z/10 hardware.
19. Help the customer determine cpu and model dependent software and their associated keys.
20. Troubleshoot any installation related problems.
21. Train customer system personnel on operation of new HMC

VI. MISCELLANEOUS TERMS AND CONDITIONS

1. The customer will purchase the systems outright. Other procurement options will not be considered.
2. All quotations shall remain in force for a minimum of 90 days after bid opening. Any quotation valid for less than 90 days after bid opening will be rejected.
3. The customer will not formally accept a system until it has operated without failure for 30 consecutive days.
4. The vendor will be considered prime contractor, and shall therefore be solely responsible for satisfying all mandatory requirements of this RFQ, including maintenance. The use of subcontractors will not relieve the vendor of its prime contractor responsibilities.
5. A manufacturer's business partner submitting a bid independently of the manufacturer, or on behalf of the manufacturer, will have prime contractor responsibilities. The State will not act as a third party in any arrangements between the manufacturer and its business partners.

VII. COSTS

1. The vendor shall complete the attached cost sheet and submit it as part of the bid response. All costs shall be identified on the cost sheet. Extraneous documents or attachments containing actual or potential add-on costs for hourly rates, travel, or any other good or service involved in fulfilling the requirements of this RFQ, will be rejected. **The Grand Total Cost will be the firm bid price.**

COST SHEET

VENDOR NAME _____

VENDOR ADDRESS _____

VENDOR CONTACT _____

VENDOR PHONE NO. _____

COST OF MAINFRAME SERVER (as identified on Appendix A
(and including 36 month warranty) _____

COST OF INSTALLATION _____

COST OF SHIPPING _____

COST of DE-INSTALLATION AND REMOVAL OF 2086-A04 _____

COST OF SERVER MIGRATION ENGINEERING SUPPORT _____

GRAND TOTAL COST _____

APPENDIX A - REQUIRED MAINFRAME SERVER EQUIPMENT

Product	Description	Qty
2098-E10	IBM System z10 Business Class	1
0089	SE-EN Switch (former HUB)	1
0090	HMC	1
0114	I/O Cage Full Card Airflow	3
0157	CEC	1
0162	HCA2-C Fanout	2
0165	MBA Fanout Airflow	4
0326	IFB-MP Daughter Card	4
0327	STI-A8 Mother Card	2
0871	Crypto Express3 1 ports	2
1123	Model E10	1
1642	2 GB Memory DIMM(4/feature)	4
2323	16 Port ESCON	2
2324	ESCON Channel Port	7
2406	24 GB Memory	1
3325	FICON Express8 10KM LX 4 ports	4
3369	OSA-Express3-2P1000BASE-T 2 ports	2
3371	OSA-Express3 10 GbE SR 2 ports	2
3373	OSA-Express3 GbE SX 2 ports	1
3759	Universal Lift Tool/Ladders	1
3863	CPACF Enablement	1
4000	I/O Drawer	2
4001	Frame Costing Feature	1
5120	2-Way Processor V02	1
6096	22 inch flat panel	1
6650	IFL	1
6677	CP-V	2
6950	V02 Capacity Marker	1
8987	14 ft 250v 3 PH Cord	1
8P2336	Migration Offering Machine	1
9969	z10 BC Site Tool Kit	1

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 _____