



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
COR61458

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF CORRECTIONS
 BECKLEY CORRECTIONAL CENTER
 111 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801
 304-256-6780**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2010				

BID OPENING DATE: **08/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LT		450-58		
<p>MISC. BUILDING MATERIALS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS FROM VENDORS TO PROVIDE AND DELIVER BUILDING MATERIALS TO THE BECKLEY CORRECTIONAL CENTER PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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>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 FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <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>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 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 CHARLESTON, WV 25305-0130</p>						

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Beckley Correction Center Building Materials Contract #COR61458

Area	Description	Estimated Order Qty.	Unit Price *	Extended Total
Lumber	88" wide, 2-44" double egress doors with frame, doors can be either wood or metal, must meet 1-1/2 hour fire rated Specifications, custom manufactured door	2	\$ -	\$ -
Lumber	1" x 12" x 8' whitewood board, top choice or equal.	6	\$ -	\$ -
Lumber	4' x 8' x 1/2" sheets of moisture proof sheetrock "Green", Sheetrock Brand Moisture-Resistant Drywall or equal	26	\$ -	\$ -
Lumber	1/2" plastic J bead for sheetrock, Sheetrock Brand 10' Metal J-Shaped Trim or equal	20	\$ -	\$ -
Lumber	Tubes of white latex caulking, DAP 10 OZ. Alex Plus® Acrylic Latex Caulk Plus Silicone or equal	26	\$ -	\$ -
Lumber	Tubes of liquid nail adhesive, LIQUID NAILS 10 Oz. Cove Base & Stair Treads VOC Compliant Interior or equal	24	\$ -	\$ -
Lumber	3/4" x 3/4" shoe molding for framing in lexan in doors, EverTrue 8' Primed Radiate Pine Shoe Molding or equal	30	\$ -	\$ -
Lumber	18 gauge 1-1/2" brads for attaching shoe molding (box), STANLEY-BOSTITCH 1-5/8" 18-Gauge Brad Pneumatic Nail or equal	4	\$ -	\$ -
Lumber	Pieces of vinyl baseboard 4 ft long, 4" x 48" TPR Black , Dahlia Wall base or equal	100	\$ -	\$ -
Lumber	Baseboard adhesive, Henry 440 Premium Wall Base Adhesive (quart)	4	\$ -	\$ -
Lumber	4' x 8' x 1/2" sheetrock, Sheetrock Brand or equal	50	\$ -	\$ -
Lumber	10' metal studs, non structural, 400 USTE, Dietrich Metal Framing or equal	225	\$ -	\$ -
Lumber	10' metal stud plates, Dietrich Utral Steel Track or equal	100	\$ -	\$ -
Lumber	5 gallons of dry wall compound, SHEETROCK Brand 63.70 Lb. Pail All Purpose Joint Compound or equal	10	\$ -	\$ -
Lumber	36" metal door, opens to left, ReliaBill 36"W 6-Panel Steel Entry Door Unit Right Hand or equal	1	\$ -	\$ -

Beckley Correction Center Building Materials Contract #COR61458

P.2

Area	Description	Estimated Order Qty.	Unit Price *	Extended Total
Lumber	Portland cement, QUIKRETE 47 Lb. Portland Cement or equal	8	\$ -	\$ -
Lumber	Wall covering, tile board (4' x 8' sheets for wet location), 0.090" x 4' x 8' Sheets White Pebbled FRP	15	\$ -	\$ -
Lumber	Silicone (clear) (tube), GE 9.8 oz Silicone II Premium Waterproof Window & Door CLEAR Caulk	6	\$ -	\$ -
Lumber	Snap together fiberglass shower 32, Sterling or Equal	1	\$ -	\$ -
Lumber	Snap together fiberglass shower 36, Sterling or Equal	2	\$ -	\$ -
Lumber	Standard door locks, Gatehouse Stainless Steel Tulip Entrance Knob or equal	7	\$ -	\$ -
Lumber	Quikrete standard gravel mix, 50 lb bags or equivalent	15	\$ -	\$ -
Lumber	Quikrete sand and concrete mix, 50 lb bags or equivalent	15	\$ -	\$ -
Lumber	Formica Brand Laminate 48" x 96", Dark Blue Laminate Sheet or equal	2	\$ -	\$ -
Lumber	DAP Gallon Weldwood® Original Contact Cement or equal	1		
Lumber	3/4" x 4' x 8' Particleboard Underlayment or equal	2		
Lumber	4' x 8' x 1" sheetrock, Sheetrock Brand or equal	50	\$ -	\$ -
Lumber	Armstrong Contractor Series BP 949 07 Textured ceiling panels that are acoustical and fire resistant (16 per box, 2' x 2', or equal	1	\$ -	\$ -
Lumber	Ceiling tile grid, white, 12' (60 per box), Armstrong BP7800R-WH or equal	1	\$ -	\$ -
Lumber	Ceiling tile grid, white, 4' (60 per box) Armstrong BP XL7348R-WH or equal	1	\$ -	\$ -
Lumber	Ceiling tile grid, white, 2' (60 per box) Armstrong BP XL7328R-WH or equal	1	\$ -	\$ -
Lumber	Ceiling wire for grid supports 4' long (24 per bag) Convenience Concepts or equal	1	\$ -	\$ -

Beckley Correction Center Building Materials Contract #COR61458

Area	Description	Estimated Order Qty.	Unit Price *	Extended Total
Lumber	2"x4"x 8', kiln dried, white wood stud S4S, top choice or equal	20	\$ -	\$ -
Lumber	Outside corner for sheetrock, SHEETROCK Brand 10' Drywall Corner Bead or equal	13	\$ -	\$ -
Lumber	Henry 440 Premium wall-Base Adhesive, 11oz tube	10	\$ -	\$ -
Lumber	J-bead for sheetrock, Sheetrock Brand 12' Metal J-Shaped Trim or equal	10	\$ -	\$ -
Lumber	Sheetrock tape (roll), SHEETROCK Brand 250'L x 2-1/16"W Roll Joint Tape or equal	5	\$ -	\$ -
Lumber	American Saturated Felt Roof Felt 4 Sq. No. 15 Asphalt or equal	2	\$ -	\$ -
Lumber	Vinyl sheet membrane, PVC Shower Pan Liner, Oatey 40 MIL PVC 5' wide, 5' wide x 60LF	350	\$ -	\$ -
Lumber	Black Jack Rubr-Coat 75, 5 gallon bucket	2	\$ -	\$ -
Lumber	Mesh for shower floor (wet floor) (square feet), 4' x 7' Steel Mesh Mini Panel	4	\$ -	\$ -
Lumber	Thin set, 50 lb bags, LATICRETE 50 Lb. Multi-PurposePRO White Thin Set or equal	10	\$ -	\$ -
Lumber	Flush mount bathroom fans, need at least 300 CFM, 25' of flex duct work as what is needed and duct to so through wall to outside, Broan 180 CFM Bath Fan or equal	1	\$ -	\$ -
Lumber	Oatey X-15 Shower Pan Liner Adhesive or equal, 16oz can	8	\$ -	\$ -
Lumber	PVC corners, Sequential 8' White PVC Fiberglass Reinforced Plastic Inside Corner or equal	8	\$ -	\$ -
Lumber	Quikrete Concrete Bonding Adhesive or equal (gallon)	3	\$ -	\$ -
Lumber	Surtape Technologies, Inc. Indoor/Outdoor Moisture and Mildew Resistant Tape (75' roll) or equal	2	\$ -	\$ -
Lumber	Sharp sand, 50lb bags, QUIKRETE 60 Lb. Sand/Topping Mix or equal	40	\$ -	\$ -
			Grand Total***	\$ -

Company Name: _____

Address: _____

Contact Name: _____

Phone#: _____

E-mail Address: _____

*All unit prices must be inclusive of all shipping/freight/delivery charges

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 _____