



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
FLT11529

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

PURCHASING DIVISION  
 FLEET MGMT UNIT (IN CARE OF)  
 SURPLUS PROPERTY  
 2700 CHARLES AVENUE  
 DUNBAR, WV  
 25064 304-766-2626

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/03/2011				

BID OPENING DATE: 03/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA	1500	070-48-50-001 DENALI ALL WHEEL (OR EQUAL)		
<p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FLEET MANAGEMENT, IS SOLICITING BIDS TO PURCHASE (2) GMC YUKON XL1500 DENALI ALL WHEEL DRIVE VEHICLES (OR EQUAL) PER THE ATTACHED SPECIFICATIONS.</p> <p>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 LISTED 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 03/10/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</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](http://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>STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN ISSUED.</p> <p>EXHIBIT 10 EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED 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 .....            NO. 2 .....            NO. 3 .....            NO. 4 .....            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</p>						

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SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.  ..... SIGNATURE  ..... COMPANY  ..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.  REV. 09/21/2009  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.  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.						
NOTICE						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <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.: FLT11529</p> <p>BID OPENING DATE: 03/17/2011</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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**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Buyer: KF	Page:	Requisition or P.O. No.: FLT11529
Spending Unit: Administration - Fleet Management		

Vendor: \_\_\_\_\_

---MANDATORY REQUIREMENTS---

Power and Performance---

- Engine - 6.2L V8 403 HP. (Group: 5SA or equal)
- Transmission - 6 speed tip auto w/OD
- Alternator - 160 amp
- Battery - 615 amp with run down protection
- Engine Oil Cooler
- Radiator - heavy duty
- Transmission Oil Cooler
- Axle Ratio - 3.42
- Recommended Fuel - flexible
- Fuel Tank - 31.0 gallon
- Exhaust - stainless steel

Fuel Economy---

- Fuel Economy City - 13.0 mpg
- Fuel Economy Highway - 18.0 mpg

Handling and Control---

- Drive Type - full-time all wheel
- Locking Hub Control - permanent
- Limited Slip Differential
- Traction Control - ABS & driveline
- Electronic Stability - StableTrak w/Proactive Roll Avoidance
- Ride - Touring
- Ridge Control - Magnetic Ride control automatic
- Auto-Leveling Suspension - rear
- Front Suspension - short and long arm
- Front Anti-Roll Bar
- Front Springs - coil
- Front Shocks - premium
- Rear Suspension - multi-link
- Rear Anti-Roll Bar
- Rear Springs - coil
- Rear Shocks - air
- Steering - rack & pinion
- Steering Cooler
- Brakes - 4 wheel disc
- Vented Disc Brakes - front and rear
- Wheels - 20"chrome alloy
- Front Tires - P27555R20 AS BW
- Spare Tire & Wheel - Full Size Steel

**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Buyer:	Page:	Requisition or P.O. No.:
KF		FLT11529

Vendor: \_\_\_\_\_

Spending Unit:
Administration - Fleet Management

Design and Dimensions---

- Rear Spoiler - lip
- Running Boards (retractable)
- Bumpers - front body colored with chrome insert, 2 front tow hook(s)
- Rear Step Bumper
- Bodyside Moldings - body colored
- Bodyside Insert - chrome
- Grille Moldings - chrome
- Paint - clearcoat monotone
- Maximum Cargo volume - 137.4 cu. ft.
- Exterior Length - 222.4"
- Exterior Body Width - 79.1"
- Exterior Height - 76.8"
- Wheelbase - 130"
- Front Tread - 68"
- Rear Tread - 67"
- Turning Radius - 21.5'
- Gross Vehicle Weight Rating - 7400 lb.
- Curb Weight - 6,069 lb.
- Front Gross Axle Weight Rating - 3,600 lb.
- Rear Gross Axle Weight Rating - 4,200 lb.
- Payload - 1,477 lb.
- Maximum Trailer Weight - 7,800 lb.
- Maximum GCWR - 14,000 lb.
- Drag Coefficient - .36
- Front Legroom - 41.3"
- Rear Legroom - 39.5"
- Third Row Legroom - 34.9"
- Front Headroom - 40.3"
- Rear Headroom - 38.5"
- Front Hip room - 64.4"
- Rear Hip room - 61.8"
- Third Row Hip room - 49.4"
- Front Shoulder Room - 65.3"
- Rear Shoulder Room - 65.2"
- Third Row Shoulder Room - 64.7"
- Interior Cargo Volume - 45.8 cu. ft.
- Interior Cargo Volume w/Seats Folded - 90.0 cu. ft.

**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Buyer: KF	Page:	Requisition or P.O. No.: FLT11529
Spending Unit: Administration - Fleet Management		

Vendor: \_\_\_\_\_

<p>Active and Passive Safety---</p> <p>Side Impact Bars - side impact beams</p> <p>Exterior Lights - fully automatic with delay-off</p> <p>Fog/Driving Lights - front</p> <p>Illuminated Entry</p> <p>Oil Pressure Warning</p> <p>Water Temperature Warning - engine temperature</p> <p>Battery Warning</p> <p>Low Oil Level Warning</p> <p>Low Coolant Warning</p> <p>Lights On Warning</p> <p>Key in Ignition Warning - key warning</p> <p>Low Fuel Warning</p> <p>Low Washer Fluid Warning</p> <p>Door Ajar Warning</p> <p>Trunk/Hatch Ajar Warning - trunk/liftgate ajar warning</p> <p>Service Interval Warning</p> <p>Brake Fluid Warning</p> <p>Turn Signal On Warning</p> <p>Low Tire Pressure Warning</p> <p>Transmission Fluid Temperature Warning</p> <p>Anti-Lock Brakes (ABS) - 4-wheel anti-lock brakes</p> <p>Daytime Running Lights</p> <p>Center High Mounted Stop Light</p> <p>Front Impact Airbags - driver and passenger</p> <p>Driver Side Impact Airbags - seat mounted</p> <p>Passenger Side Impact Airbags - seat mounted</p> <p>Overhead Airbag - curtain 1st, 2nd and 3rd row overhead airbag</p> <p>Occupancy Sensor</p> <p>Seatbelt Pretensioners - front</p> <p>Ignition Disable - Passkey</p> <p>Panic Alarm</p> <p>Tracker System</p> <p>Security System</p> <p>Side Blind Zone Alert</p>
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STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Buyer: KF	Page:	Requisition or P.O. No.: FLT11529
Spending Unit: Administration - Fleet Management		

Vendor: \_\_\_\_\_

## Comfort and Convenience---

Door Count - 4 doors  
 Roof Features - roof rack  
 Exterior Mirrors - dual power remote w/tilt down heated  
 Vanity Mirrors - dual illuminated  
 Rearview Mirror - auto-dimming day-night  
 Seating Capacity - 7  
 Front Seat type - bucket  
 Heated Front Seats - driver and front passenger heated cushion, heated seatback  
 Front Head restraints - adjustable w/tilt  
 Front Armrests - center  
 Front Driver Seat Direction Controls - 8 way power  
 Front Passenger Seat Direction Controls - 8 way power  
 Rear Seats - bucket  
 Rear Head restraints - adjustable  
 Third Row Seats - removable 50-50 split bench  
 Memory - driver seat  
 Seat Trim - leather  
 Door Trim - leatherette  
 Headliner - full cloth  
 Floor Trim - color-keyed carpet  
 Floor Mats - carpeted front & rear  
 Dashboard insert - simulated wood/metal look  
 Gear Shift Knob Trim - leather  
 Glove Box - locking  
 Dome Light - fade  
 Reading Lights - front & rear  
 Floor Console - full  
 Overhead Console - mini  
 Cup Holder - front and rear  
 Instrument Panel Storage - bin  
 Seatback Storage - 2  
 Door Bins - dual  
 Cargo Concealed Storage  
 Cargo Floor Trim - carpeted  
 Trunk Lid Trim - plastic  
 Cargo Tie Downs  
 Cargo Light  
 Front Air Conditioning - dual zone front  
 Automatic Air Conditioning  
 Rear Air Conditioning - rear air with separate controls  
 Underseat Ducts  
 Rear Heater - auxiliary rear heater  
 Radio --XM AM/FM Satellite, clock, seek-scan  
 Radio Steering Wheel Controls  
 Rear Radio Controls - multi-source  
 CD - in-dash mounted single  
 MP3 Player - MP3 decoder  
 External memory control  
 Speakers - 10 Bose  
 Amplifier  
 Equalizer - automatic  
 Radio Theft Deterrent

**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Buyer: KF	Page:	Requisition or P.O. No.: FLT11529
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Vendor: \_\_\_\_\_

Spending Unit: Administration - Fleet Management
---

- Comfort and Convenience--- (continued)
- Antenna - window grid
  - Cruise Control - with steering wheel controls
  - Door Locks - power with 2 stage unlock
  - Remote Keyless Entry - key fob (all doors)
  - Trunk/Hatch Door Release - power
  - Rear Window Release - key fob
  - Rear Child Safety Door Locks
  - Remote engine start
  - 12V DC power outlet - 5
  - Trunk Pull-down - trunk/latch auto-latch
  - Retained Accessory Power
  - HomeLink Wireless Control System
  - Emergency "SOS" - OnStar Directions & Connections
  - Adjustable Pedals - power
  - Internet Access Capable - internet access
  - Wireless Connectivity
  - Instrument display - analog
  - Tachometer
  - Oil Pressure Gauge
  - Water Temp Gauge - engine temperature gauge
  - Volt Gauge - voltmeter gauge
  - Compass
  - Exterior Temperature
  - Systems Monitor
  - Trip Computer
  - Trip Odometer
  - Park Distance Control - UltraSonic rear camera
  - Navigation System
  - Sun Roof
  - Rear Seat DVD Player
  - 1st Row LCD Monitors - 1
  - Steering Wheel - power tilt
  - Steering Front Wheel Material - leather/metal look
  - Trailerling - class IV
  - Trailerling Harness
  - Trailerling Hitch
  - Front Windows - power
  - Rear Windows - power
  - Rearmost Windows - power
  - 1 Touch Open - driver
  - Tinted Windows - deep
  - Front Windshield Wipers - variable Intermittent
  - Rear Windshield Wiper - fixed interval
  - Rear Defroster
  - Rear Windshield Type - flip-up

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.

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** \_\_\_\_\_