



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
FLT12001

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-48-50-001		
UTILITY VANS WITH MISSION SPECIFIC ENHANCEMENTS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH THE SPECIAL PURPOSE UTILITY VANS WITH MISSION-SPECIFIC ENHANCEMENTS PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 30, 2011 AT 2:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

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).



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
FLT12001

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 04, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 FLT12001

PAGE
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>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</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12001

PAGE
4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
..... SIGNATURE COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. 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. 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)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12001

PAGE
5

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12001

PAGE
6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12001

PAGE
7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <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.: FLT12004</p> <p>BID OPENING DATE: 10/18/2011</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12001

PAGE
8

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/22/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ FLT12001 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**REQUEST FOR QUOTATION
FLEET MANAGEMENT OFFICE
SPECIAL-PURPOSE UTILITY VAN (FLT12001)**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Administration, Fleet Management Office, hereinafter referred to as "FMO", to establish a contract for the procurement of the Ford Transit Connect (or equivalent) fuel-efficient or alternative fuel, special-purpose utility van or wagon.

Mandatory Prebid Conference: A mandatory pre-bid conference shall be conducted on September 30, 2011 at 2:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Third Floor Conference Room, Charleston West Virginia 25305. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

PURPOSE

To meet an immediate requirement by the Department of Administration for smaller (up to 5,500 GVWR), fuel-efficient or alternative fuel, special-purpose utility van, FMO intends to purchase four (4) Ford Transit Connect (or equivalent) special-purpose utility van or wagon to accommodate the following functional missions: general cargo, perishable food, secure mail/document, public health/safety, and facility/equipment maintenance. One or more Ford Transit Connect (or equivalent) will be the electric vehicle (EV) variant. Mission-specific enhancements may vary for each vehicle. This contract will not be used to purchase ADA-compliant vehicles. The State, at its discretion, may opt to cancel this contract upon the award of an all encompassing statewide contract for motor vehicles.

1.0 DEFINITIONS

The below terms shall be herein defined as:

A. "Agency" – Any entity seeking goods and services under this "Contract."

B. "Alternative Fuel" – Fuel used for primary propulsion, i.e., ethanol (E-85), methanol (CNG or LNG), liquefied petroleum gas (LPG), electric (EV), and hydrogen fuel cell.

C. "Carbon Footprint" - The total set of greenhouse gas (GHG) emissions caused by an organization, event, product or person. Greenhouse gases can be emitted through transport, land clearance, and the production and consumption of food, fuels, manufactured goods, materials, wood, roads, buildings, and services. For simplicity of reporting, it is often expressed in terms of the amount of carbon dioxide (CO₂), or its equivalent of other GHGs, emitted.

D. "Cost of Ownership" – The annual costs (year-1 through year-3) for fuel and maintenance that a vehicle owner can expect to pay based upon \$3.65 per gallon or

\$.05 Kwh (fuel) and 15,000 miles driven (maintenance).

E. "Enhancement" – Any modification to Original Equipment Manufacturer (OEM) standard/optional equipment offering.

F. "EPA" – Environmental Protection Agency.

G. "EPA Annual Carbon Footprint Green House (CO₂) Emission Maximum" – The maximum amount of carbon dioxide, or its equivalent of other GHGs, emitted, measured in annual tons per vehicle. Emission ratings can be viewed at <http://www.fueleconomy.gov>.

H. "EPA Fuel Efficiency Minimums" – The minimum fuel efficiency required, measured in miles per gallon (city, highway, and combined). Fuel efficiency ratings can be viewed at <http://www.fueleconomy.gov>.

I. "GHG" – Greenhouse gases.

J. "Kwh" – Kilowatt hour

K. "Mandatory Requirements" – Any specification or statement containing the word "must", "shall", "will", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State. Failure on the part of the vendor to meet any of the mandatory specifications shall result in disqualification of the bid.

L. "Manufacturer" – The Company which produces the vehicle.

M. "Vendor" – The successful bidder.

2.0 SCOPE OF WORK

2.1 Background:

2.1.1 The FMO does not currently have a vehicle in its inventory or available on MV11 that will meet the requirements detailed in the PURPOSE paragraph.

2.1.2 This procurement is not intended to replace the statewide motor vehicle contract and will be cancelled upon successful award of an equivalent vehicle on that contract.

2.2 Required Products and Services

2.2.1 Product Features:

Powertrain
Alternator (non EV) – 150 Amp/hr

Battery (non EV) – heavy duty
Battery (EV) - Johnson Controls-Saft battery pack system, 28 kWh, 16 modules / (192 cells), 215v – 390v / charger – 3.3 KW voltage range (or equivalent)
Charge port connector (EV) - SAE J1772
DC/DC Converter (EV) – TDK, 110A output (or equivalent)
Up fitter wiring harness
Brakes – Power Front Disc, Rear Drum, four-wheel ABS
Drive train – front wheel drive
Engine Block Heater (non EV)
Engine Displacement Minimum (non EV) – 2.0 liter
Engine type – non alternative fuel (regular unleaded through E-10)
Engine type – alternative fuel (ethanol through E-85)
Engine type – alternative fuel (methanol CNG)
Engine type – alternative fuel (liquefied petroleum gas LPG)
Engine type – alternative fuel [electric EV - Siemens model 135, 3-phase AC induction motor, Azure Dynamics inverter, 300V nominal, liquid-cooled] (or equivalent)
Transaxle Minimum (non EV) – four-speed automatic with overdrive
Transaxle Minimum (EV) - Borg-Warner transaxle (or equivalent)
Nominal compression ratio (non EV) – 10.0: 1
Nominal compression ratio (EV) - 8.28:1
Emission Minimum – 50-state (cross boarder)
Exterior Features
Bumpers – molded with rear step to cargo area
Mirrors – power heated adjusting LH/RH side integrated spotter mirror (manual flat folding)
Moldings – body side molding, wheel lip molding
Wipers – front variable speed, rear 2-speed
Windshield – electric, heated defroster
Wheel Cover – full wheel cover
Splash Guards – front and rear
Daytime Running Lights
Front License Plate Bracket
Exterior Colors – white, black (metallic), dark blue (metallic), silver (metallic)
Wheelbase maximum – 120 inches
GVWR maximum – 5,500 pounds (without mission-specific enhancements)
Interior Features
Air conditioning – manual control
Rear air/heat blower with passenger controls
Entertainment - AM/FM stereo receiver, with single CD, audio input jack, four speakers
Center Console – with cup holders and internal storage compartment
Door Panels – molded LH/RH with map pocket
Grab Handles – B-pillar
Interior Color – Dark Grey
Floor Covering – front and second row vinyl; cargo area vinyl

All-weather Floor Mat – front and rear
Cargo volume minimum – 115 cubic feet
Rear Wheel House Covers
Headliner – full-length molded cloth
Instrumentation – speed, tachometer, odometer, fuel level, engine temperature, and digital clock
Wiring block connector
Electronic Passive Anti-theft System
Location Monitoring System (telematics)
Lighting – dome lighting (front, middle, and rear)
Power equipment – windows, locks, exterior mirrors, remote keyless-entry with two key fobs
Remote Start
Power points – 12V (front and cargo area)
Seats – front row (cloth, bucket with armrest and manual adjustment); second-row (cloth, manual split-fold, three passenger)
Steering Wheel – tilt and telescopic manual adjustment
Cruise Control
Sun Visors – driver (with note strap); passenger (with non-lighted mirror)
Windows – second-row fixed privacy glass; third-row flip-open privacy glass; rear-doors privacy glass
Airbags – driver and front-passenger (front and side)
Anti-lock braking system (four-wheel)
Locking exterior hood release
Stabilized suspension control system
Tire pressure monitoring system
Forward sensing system
Reverse sensing system
Rearview camera system
Cost of Ownership (Year-1 through Year-3)
Fuel
Maintenance
Repair
Mission-specific Enhancements
Two-position Partition – Adrian Steel (or equivalent)
Combo Loads Rite Ladder Rack – Adrian Steel (or equivalent)
Plumber Package – Adrian Steel (or equivalent)
HVAC Package – Adrian Steel (or equivalent)
Telecommunication Package – Adrian Steel (or equivalent)
Locksmith Package – Adrian Steel (or equivalent)
Deluxe Quiet Flex® Package – Leggett and Platt (or equivalent)
Aluminum 3-Drawer Slide-Out Rack – Inlad (or equivalent)
Electrical Refrigeration Package (including non-fiberglass cargo zone inserts (USDA approved anti-microbial) and top-mounted refrigeration unit – Thermo King B200 (or equivalent)
Tank Rack – 4-tank Freon/LPG – Inlad (or equivalent)
Aluminum Flat Mount Bi-Fold Ramp width 36", length 90" – Inlad (or equivalent)

Cargo Lock Deadbolt – Inlad (or equivalent)
Door Hasp – non-drill Inlad (or equivalent)
Window Security Screens (two side and two rear door) – Inlad (or equivalent)
Sound Reversing Alarm (light duty) – bbs-tek (or equivalent)
Concealed LED lighting kit (4 LED light heads, 2 6-ft extension cables, 2 fasteners and cables, 2 flanges (black) – Meteorlite® SYLED-E series (or equivalent)
Auxiliary Power Cell (1,000 Whours, non-hazmat, non EV) – Energy Xtreme (or equivalent)
Auxiliary Power Cell (2,000 Whours, non-hazmat, non EV) – Energy Xtreme (or equivalent)

2.3 Delivery

Although pre-approvals are not required, the Vendor agrees to deliver the base vehicle within ninety (90) calendar days after receipt of the vehicle order or contact the FMO within two (2) business days after receipt of the order to discuss the reason for the delay and to provide a new projected delivery date.

Installation of mission-specific enhancements by the vendor or vendor's subcontractor may occur after delivery of the vehicle to FMO. Post-delivery installation will be coordinated with the FMO ten days in advance of the proposed scheduled installation.

2.4 Payment and Invoicing

2.4.1 The costs quoted must match the invoice to insure timely payment.

2.5 Reporting

The Vendor must provide the Contract Administrator with usage reports including a summary of all vehicles sold under this contract including FMO or designee name, model/part number, item description, WV-39 number, date received, order ship-date, and total amount. These reports must be provided using a browser client-server application.

2.6 Support

2.6.1 The Vendor must be approved by the manufacturer to perform warranty repairs.

2.6.2 The Vendor must have the ability to perform scheduled maintenance, unscheduled maintenance, and repairs locally.

3.0 COST

Cost Bid Sheet – The Vendor is required to quote a fixed price for all required products and services contained in Paragraph 2.2. If no fee will be imposed on the State for a particular requirement or mission-specific optional equipment, the Vendor must indicate

by entering "\$0.00" in the appropriate space provided on the Cost Bid Sheet. No separate reimbursement will be made to the Vendor for travel or any other expense or service.

4.0 ADDITIONAL REQUIREMENTS

4.1 The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

4.2 Local government bodies: Unless the vendor indicates in the bid his refusal to extend the prices, terms, and conditions of the bid to county, school, municipal and other local government bodies, the bid shall extend to political subdivisions of the State of West Virginia. If the vendor does not wish to extend the prices, terms, and conditions of the bid to all political subdivisions of the state, the vendor must clearly indicate such refusal in his bid. Such refusal shall not prejudice the award of this contract in any manner.

COST PROPOSAL RESPONSE

The cost quotation will be based on a quantity of one (1) special-purpose utility van or wagon for a one-year period or until an equivalent is awarded on the Model Year 2012 statewide motor vehicle contract. Cost of Ownership will be based upon the annual costs (year-1 through year-3) for fuel and maintenance that a vehicle owner can expect to pay based upon \$3.65 per gallon or \$.05 Kwh (fuel) and 15,000 miles driven (maintenance).

Item Description	Price (\$0.00)
Powertrain	
Alternator (non EV) – 150 Amp/hr	
Battery (non EV) – heavy duty	
Battery (EV) - Johnson Controls-Saft battery pack system, 28 kWh, 16 modules / (192 cells), 215v – 390v / charger – 3.3 KW voltage range (or equivalent)	
Charge port connector (EV) - SAE J1772	
DC/DC Converter (EV) – TDK, 110A output (or equivalent)	
Up fitter wiring harness	
Brakes – Power Front Disc, Rear Drum, four-wheel ABS	
Drive train – front wheel drive	
Engine Block Heater (non EV)	
Engine Displacement Minimum (non EV) – 2.0 liter	
Engine type – non alternative fuel (regular unleaded through E-10)	
Engine type – alternative fuel (ethanol through E-85)	
Engine type – alternative fuel (methanol CNG)	
Engine type – alternative fuel (liquefied petroleum gas LPG)	
Engine type – alternative fuel [electric EV - Siemens model 135, 3-phase AC induction motor, Azure Dynamics inverter, 300V nominal, liquid-cooled] (or equivalent)	
Transaxle Minimum (non EV) – four-speed automatic with overdrive	
Transaxle Minimum (EV) - Borg-Warner transaxle (or equivalent)	
Nominal compression ratio (non EV) – 10.0: 1	
Nominal compression ratio (EV) - 8.28:1	
Emission Minimum – 50-state (cross boarder)	
Exterior Features	
Bumpers – molded with rear step to cargo area	

Mirrors – power heated adjusting LH/RH side integrated spotter mirror (manual flat folding)	
Moldings – body side molding, wheel lip molding	
Wipers – front variable speed, rear 2-speed	
Windshield – electric, heated defroster	
Wheel Cover – full wheel cover	
Splash Guards – front and rear	
Daytime Running Lights	
Front License Plate Bracket	
Exterior Colors – white, black (metallic), dark blue (metallic), silver (metallic)	
Wheelbase maximum – 120 inches	
GVWR maximum (without mission-specific enhancements) – 5,500 pounds	
Interior Features	
Air conditioning – manual control	
Rear air/heat blower with passenger controls	
Entertainment - AM/FM stereo receiver, with single CD, audio input jack, four speakers	
Center Console – with cup holders and internal storage compartment	
Door Panels – molded LH/RH with map pocket	
Grab Handles – B-pillar	
Interior Color – Dark Grey	
Floor Covering – front and second row vinyl; cargo area vinyl	
All-weather Floor Mat – front and rear	
Cargo volume minimum – 115 cubic feet	
Rear Wheel House Covers	
Headliner – full-length molded cloth	
Instrumentation – speed, tachometer, odometer, fuel level, engine temperature, and digital clock	
Wiring block connector	
Electronic Passive Anti-theft System	
Location Monitoring System (telematics)	
Lighting – dome lighting (front, middle, and rear)	
Power equipment – windows, locks, exterior mirrors, remote keyless-entry with two key fobs	
Remote Start	
Power points – 12V (front and cargo area)	
Seats – front row (cloth, bucket with armrest and manual adjustment); second-row (cloth, manual split-fold, three passenger)	
Steering Wheel – tilt and telescopic manual adjustment	
Cruise Control	
Sun Visors – driver (with note strap); passenger (with non-lighted mirror)	

Windows – second-row fixed privacy glass; third-row flip-open privacy glass; rear-doors privacy glass	
Airbags – driver and front-passenger (front and side)	
Anti-lock braking system (four-wheel)	
Locking exterior hood release	
Stabilized suspension control system	
Tire pressure monitoring system	
Forward sensing system	
Reverse sensing system	
Rearview camera system	
Base Vehicle Price	
Cost of Ownership	
Fuel Year – 1	
Fuel Year – 2	
Fuel Year – 3	
Maintenance Year – 1	
Maintenance Year – 2	
Maintenance Year – 3	
Mission-specific Enhancements	
Two-position Partition – Adrian Steel (or equivalent)	
Combo Loads Rite Ladder Rack – Adrian Steel (or equivalent)	
Plumber Package – Adrian Steel (or equivalent)	
HVAC Package – Adrian Steel (or equivalent)	
Telecommunication Package – Adrian Steel (or equivalent)	
Locksmith Package – Adrian Steel (or equivalent)	
Deluxe Quiet Flex® Package – Leggett and Platt (or equivalent)	
Aluminum 3-Drawer Slide-Out Rack – Inlad (or equivalent)	
Electrical Refrigeration Package (including non-fiberglass cargo zone inserts (USDA approved anti-microbial) and top-mounted refrigeration unit – Thermo King B200 (or equivalent)	
Tank Rack – 4-tank Freon/LPG – Inlad (or equivalent)	
Aluminum Flat Mount Bi-Fold Ramp width 36", length 90" – Inlad (or equivalent)	
Cargo Lock Deadbolt – Inlad (or equivalent)	
Door Hasp – non-drill Inlad (or equivalent)	
Sound Reversing Alarm (light duty) – bbs-tek (or equivalent)	
Window Security Screens (two side and two rear door) – Inlad (or equivalent)	
Concealed LED lighting kit (4 LED light heads, 2 6-ft extension cables, 2 fasteners and cables, 2 flanges (black) – Meteorlite® SYLED-E series (or equivalent)	
Auxiliary Power Cell (1,000 Whours, non-hazmat, non EV)	

- Energy Xtreme (or equivalent)	
Auxiliary Power Cell (2,000 Whours, non-hazmat, non EV)	
- Energy Xtreme (or equivalent)	

Vendor Name: _____

Point of Contact Name: _____

Point of Contact Phone: _____

Point of Contact Email: _____

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.

FLT12001

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 _____