



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
FLT12007

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FLEET MANAGEMENT OFFICE
 2101 WASHINGTON STREET, EAST
 BUILDING 17
 CHARLESTON, WV
 25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2011				

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		785-46		
<p>DEFENSIVE DRIVER INSTRUCTOR TRAINING AND MATERIALS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>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 DEFENSIVE DRIVER INSTRUCTOR TRAINING, CERTIFICATION, AND MATERIALS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JANUARY 06, 2012 AT 3:00 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.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html 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>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 JANUARY 12, 2012 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>						

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<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>						

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			 SIGNATURE COMPANY DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>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.</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)</p>						

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<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>						

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<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>						

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<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.: FLT12007</p> <p>BID OPENING DATE: 01/26/2012</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>						

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***** THIS IS THE END OF RFQ FLT12007 ***** TOTAL:						

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REQUEST FOR QUOTATION

DEFENSIVE DRIVING INSTRUCTOR TRAINING AND SERVICES

FLT12007

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Fleet Management Office, hereinafter referred to as "FMO", to establish a contract for National Safety Council (or equivalent) defensive driving instructor training and certification; defensive driving training center certification; instructor-led defensive driver instruction; defensive driving instructional materials; and browser client-server defensive driver applications.

1.0 MANDATORY PRE-BID CONFERENCE

- 1.1 A mandatory pre-bid conference shall be conducted on January 6, 2011 at 3:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston, West Virginia 25305.
- 1.2 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.

2.0 PURPOSE

- 2.1 The purpose of this RFQ is to request bids from responsible vendors with the intent to award a contract to provide defensive driving instructor training and certification; defensive driving training center certification; instructor-led defensive driving instruction; defensive driving instructional materials; and browser client-server defensive driver applications.
- 2.2. The State currently has no certified defensive driving instructors or browser client-server applications that meet:
 - 2.2.1 West Virginia Division of Motor Vehicle requirement for restoration of driver points.
 - 2.2.2 Fleet Management Office Policy and Procedure Manual requirements for defensive driving training.

3.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency" – Any entity seeking goods/services under this "Contract".
- B. "Contract" – The binding agreement that is entered into between the State of West Virginia and Vendor to provide the services as herein specified.
- C. "NSC" – National Safety Council
- D. "Mandatory Requirements" – The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions

regarding compliance with any mandatory requirements 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 the disqualification of the bid.

E. "Manufacturer": the company who produces the instructional materials or browser client-server application.

F. "Vendor": the successful bidder.

4.0 SCOPE OF WORK

4.1 The Vendor will provide:

4.1.1 General:

4.1.1.1 Defensive driving instructor training and certification for 50 – 200 state employees at various locations within the state for varying class sizes.

4.1.1.2 Instructor-led defensive driving training as needed to augment agency defensive driving training on a per-occurrence or per-location basis for classes of varying size up to 50 students.

4.1.1.3 Defensive driving instructional materials, e.g., instructor and student manuals or booklets, instructor and student CD/DVD, other instructional training aids, training completion certificates with accompanying wallet credentials, etc.

4.1.1.4 Defensive driving training center program.

4.1.1.5 Browser client-server (online) applications for the FMO, designated instructors, and authorized state vehicle drivers. **All online courses will be delivered through the State Learning Management System and must be provided in a SCORM compliant format.**

4.1.2 **Course Requirements – DDC 8/6 Instructor Training and Certification Course (3 days):**

4.1.2.1 Resident instructor training and certification. Expected duration: 3 Days (based on training center requirements)

4.1.2.2 Course must provide technical information needed to teach instructor-led defensive driving courses.

4.1.2.3 Completion of the Individual Self-study Course (online) prior to enrollment for Instructor Training and Certification Course.

4.1.3 Course Content – Instructor Training and Certification Course:

- 4.1.3.1 Instructor-led defensive driving course content, instructional materials, audio-visual presentations, group activities, and case studies.
- 4.1.3.2 Use of course materials.
- 4.1.3.3 National Safety Council (or equivalent) defensive driving concepts and strategies.
- 4.1.3.4 Defensive driving teaching skills and facilitation methods.
- 4.1.3.5 Practice presentation for candidate instructor, peer feedback, and instructor trainer evaluation.
- 4.1.3.6 Course administration.
- 4.1.4 **Course Materials – Instructor Training and Certification Course:**
 - 4.1.4.1 Fully-scripted instructor manual.
 - 4.1.4.2 Participant course guide.
 - 4.1.4.3 Instructor candidate instructor guide.
 - 4.1.4.4 Wall and wallet credentials.
 - 4.1.4.5 DVD video.
 - 4.1.4.6 Instructor PowerPoint presentation (CD or Flip Chart).
- 4.1.5 **Course Requirements – DDC Attitudinal Dynamics and Driving Instructor Training and Certification Course (3 days):**
 - 4.1.5.1 Resident instructor training and certification. Expected duration: 3 Days (based on training center requirements)
 - 4.1.5.2 Course must provide technical information needed to teach instructor-led defensive driving courses.
 - 4.1.5.3 Completion of the Individual Self-study Course (online) prior to enrollment for Instructor Training and Certification Course.
- 4.1.6 **Course Content – DDC Attitudinal Dynamics and Driving Instructor Training and Certification Course:**
 - 4.1.6.1 Instructor-led defensive driving course content, instructional materials, audio-visual presentations, group activities, and case studies.
 - 4.1.6.2 Use of course materials.
 - 4.1.6.3 National Safety Council (or equivalent) defensive driving concepts and strategies.
 - 4.1.6.4 Defensive driving teaching skills and facilitation methods.

- 4.1.6.5 Management of course participants.
- 4.1.6.6 Practice presentation for candidate instructor, peer feedback, and instructor trainer evaluation.
- 4.1.6.7 Course administration.
- 4.1.7 Course Materials – DDC Attitudinal Dynamics and Driving Instructor Training and Certification Course:
 - 4.1.7.1 Fully-scripted instructor manual.
 - 4.1.7.2 Participant course guide.
 - 4.1.7.3 Instructor candidate instructor guide.
 - 4.1.7.4 Wall and wallet credentials.
 - 4.1.7.5 DVD video.
 - 4.1.7.6 Instructor PowerPoint presentation (CD or Flip Chart).
- 4.1.8 **Course Requirements – Individual Self-study Course Offline (1.5 hours):**
 - 4.1.8.1 Driver safety training for drivers who are unable to attend classroom or online defensive driving courses. Expected duration: 1.5 hours.
 - 4.1.8.2 DVD and study guide for self-pace, self-study instruction including information on crash scenarios, comprehensive diagrams, and session objectives.
 - 4.1.8.3 End of course evaluation using a multiple-choice test.
 - 4.1.8.4. Wall and wallet credentials for drivers that score in the 70 percentile or higher on the end of course examination.
- 4.1.6 Course Content – Individual Self-study Course (offline):
 - 4.1.6.1 National Safety Council (or equivalent) defensive driving skills.
 - 4.1.6.2 Recognition of driving hazards and reaction to prevent collisions.
 - 4.1.6.3 Prevention of impaired driving, distracted driving, fatigued driving and aggressive driving.
 - 4.1.6.4 Vehicle maintenance checks.
- 4.1.7 Course Materials – Individual Self-study Course (offline):
 - 4.1.7.1 DVD – playable on a DVD or Blu-ray player, laptop, or home computer.
 - 4.1.7.2 Study guide.

4.1.7.3 Wall and wallet credentials for students who score in the 70 percentile or higher on the end of course examination.

4.1.8 Course Requirements – Instructor-led Classroom Course (four-hour):

4.1.8.1 Instructor-led defensive driving training for drivers. Expected duration: 4 hours.

4.1.8.2 FMO Policies and Procedures.

4.1.9 Course Content – Instructor-led Classroom Course (four-hour):

4.1.9.1 Refresh and improve defensive driving skills.

4.1.9.2 Strategies to prevent collisions.

4.1.9.3 Strategies for dealing with road rage, impaired drivers, high-speed dangers on the highway.

4.1.9.4 Improving driving skills after mapping driving skills inventory.

4.1.9.5 Consequences of fatigue, distracted driving, emotional impairment and other risk factors.

4.1.9.6 Vehicle maintenance.

4.1.10 Course Materials – Instructor-led Classroom Course (four-hour):

4.1.10.1 Fully-scripted instructor manual.

4.1.10.2 Participant course guide.

4.1.10.3 Candidate instructor guide.

4.1.10.4 Wall and wallet credentials.

4.1.10.5 DVD video.

4.1.10.6 Instructor PowerPoint presentation (CD or Flip Chart).

4.1.10.7 Other training aids.

4.1.11 Course Requirements – Instructor-led Classroom Course (eight-hour):

4.1.11.1 Instructor-led defensive driving training for drivers. Expected duration: 8 hours.

4.1.11.2 FMO Policies and Procedures.

4.1.12 Course Content – Instructor-led Classroom Course (eight-hour):

4.1.12.1 Techniques to avoid traffic collisions and violations.

4.1.12.2 Safe, responsible, and lawful driving behaviors and habits.

- 4.1.12.3 Driving defensively in unpredictable conditions.
- 4.1.12.4 Driver attitude and behavior to prevent collisions and poor decision-making.
- 4.1.12.5 Preventing collisions and recognizing hazards.
- 4.1.13 Course Materials – Instructor-led Classroom Course (eight-hour):
 - 4.1.13.1 Fully-scripted instructor manual.
 - 4.1.13.2 Participant course guide.
 - 4.1.13.3 Candidate instructor guide.
 - 4.1.13.4 Wall and wallet credentials.
 - 4.1.13.5 DVD video.
 - 4.1.13.6 Instructor PowerPoint presentation (CD or Flip Chart).
- 4.1.14 **Course Requirements – Instructor-led Attitudinal Driving Dynamics Course (eight-hour):**
 - 4.1.14.1 Instructor-led defensive driving training for drivers. Expected duration: 8 hours.
 - 4.1.14.2 FMO Policies and Procedures.
 - 4.1.14.3 Driver needs/expectations, instructor facilitation, and group discussion.
- 4.1.15 Course Content – Instructor-led Attitudinal Driving Dynamics Course (eight-hour):
 - 4.1.15.1 Effects of on-the-road decision making.
 - 4.1.15.2 Information on how alcohol/drugs affect driving decisions.
 - 4.1.15.3 Individual driving style using a self-assessment profile.
 - 4.1.15.4 Changing driving behavior/developing plans for implementing those changes.
- 4.1.16 Course Materials – Instructor-led Attitudinal Driving Dynamics Course (eight-hour):
 - 4.1.16.1 Fully scripted Instructor Manual.
 - 4.1.16.2 Participant Guide.
 - 4.1.16.3 Wall and wallet credentials.
 - 4.1.16.4 DVD Video.

4.1.16.5 PowerPoint® presentation on CD.

4.1.17 Course Requirements - Annual Instructor Recertification DDC 8/6:

4.1.17.1 Annual renewal process to maintain certification. Expected duration: 8 hours.

4.1.18 Course Content – Annual Instructor Recertification DDC 8/6:

4.1.18.1 Updated DDC course content.

4.1.19 Course Materials – Annual Instructor Recertification DDC 8/6:

4.1.19.1 Updated certification card.

4.1.19.2 One-year subscription Safety+Health magazine and the current year's Injury Facts CD.

4.1.19.3 Access to DDC Information Highway to download:

4.1.19.3.1 Traffic Safety and Driver Trainer e-newsletters.

4.1.19.3.2 Course materials updates and statistics.

4.1.19.3.3 Product offers and traffic news.

4.1.19.3.4 Links to state-specific rules and regulations.

4.1.20 Course Requirements - Annual Instructor Recertification DDC Attitudinal Dynamics and Driving:

4.1.20.1 Annual renewal process to maintain certification. Expected duration: 8 hours.

4.1.21 Course Content – Annual Instructor Recertification DDC 8/6:

4.1.21.1 Updated DDC content.

4.1.22 Course Materials – Annual Instructor Recertification DDC 8/6:

4.1.22.1 Updated certification card.

4.1.22.2 One-year subscription Safety+Health magazine and the current year's Injury Facts CD.

4.1.22.3 Access to DDC Information Highway to download:

4.1.22.3.1 Traffic Safety and Driver Trainer e-newsletters.

4.1.22.3.2 Course materials updates and statistics.

4.1.22.3.3 Product offers and traffic news.

4.1.22.3.4 Links to state-specific rules and regulations.

4.2 Vendor shall provide the following services at no additional cost.

4.2.1 Upgrades or downgrades of defensive driving services by FMO as needed with no limits.

4.2.2 Cancellation of defensive driving services without termination fees.

4.3 Vendor shall ship instructional materials or activate browser client-server applications within 72 hours of request by FMO.

4.4 Vendor must provide one or more of the following items. Cost must be identified on the Cost Proposal Bid Sheet.

4.4.1 Defensive Driving Instructor Training and Certification Course (three-day)

4.4.2. Defensive Driving Offline Self-study Course (1.5 hour)

4.4.3 Defensive Driving Online Self-study Course (1.5 hour)

4.4.4 Defensive Driving Instructor-led Classroom Course (four-hour)

4.4.5 Defensive Driving Instructor-led Classroom Course (eight-hour)

4.4.6 Defensive Driving Instructor-led Attitudinal Driving Dynamics Course (eight-hour)

4.4.7 Defensive Driving Training Center Program

4.5 The successful Vendor shall be available to communicate with the Fleet Management Office on regular basis (monthly or quarterly, at FMO's discretion) to discuss the utilization of this contract and any relevant issues.

4.6 Application Security:

The Vendor browser client-server application must provide the ability to provide user authentication, strong passwords, action selection for a maximum number of failed logon attempts, application lock, an inactivity timeout, and certificate delivery.

5.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

5.1 Ordering:

5.1.1 The Vendor shall provide activation of new service at no additional charge.

5.1.2 Instructional materials must be signed for at delivery by the FMO.

5.2 Service:

5.2.1 The State of West Virginia is not subject to sales tax, usage tax, or personal property tax.

5.2.2 The FMO shall notify the Vendor, in writing, of any change in name, address, ownership or control of the FMO. Such notification to be supplied to the Vendor within fifteen (15) days of such change.

5.3 Support:

5.3.1 Vendor shall provide a toll-free support number coverage, staffed by technical personnel, to answer technical questions.

5.4 Reporting:

5.4.1 Vendor shall provide to the FMO administrative management and ad-hoc reporting capability using a browser client-server application.

5.5 Billing

5.5.1 It will be the responsibility of the successful Vendor to bill the individual spending unit based on individual student or instructor requirements. Options may include:

5.5.1.1 A separate bill per course requested

5.5.1.2 Aggregate billing by agency geographic location

5.5.1.3 Aggregate billing for the spending unit

5.5.2 Vendor shall work directly with spending unit to resolve billing issues.

5.5.3 The State encourages and can receive rebates, discounts, or other incentives related to the contract.

6.0 PROPOSAL FORMAT

The bid format should be as follows:

6.1. Cost Proposal Bid Sheet

6.2.1 The Vendor is required to quote a fixed price fee for all products and services contained in Section 4.0.

- 6.2.2 If the Vendor elects not to bid a particular category, the Vendor must indicate by entering "No Bid" in the appropriate space provided on the Cost Proposal Bid Sheet.
- 6.2.3 If no fee will be imposed on the State, the Vendor must indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal Bid Sheet.
- 6.2.2 No separate reimbursement will be made to the Vendor for travel, or any other expense or service.

7.0 ADDITIONAL REQUIREMENTS

- 7.1 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.

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.

FLT12007

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 _____