



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
FOR12007

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2011				

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		345-08		
<p>CLOTHING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE UNIFORM CLOTHING ITEMS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/23/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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>						

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.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).



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
FOR12007

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2011				

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL 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</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
FOR12007

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2011				

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RETAINED BY THE SPENDING UNIT.</p> <p>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.</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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
FOR12007

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF FORESTRY
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2011				

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 RFQ. NO.: FOR12007 BID OPENING DATE: 12/13/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ FOR12007 ***** 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'

FOR12007
Bid Specifications for Open-end Purchase Order to Provide Uniform Parts
West Virginia Division of Forestry

The West Virginia Division of Forestry (WVDOF) wishes to establish an open-end Purchase Order to provide uniform parts in compliance with its employee uniform policy.

BID COMPARISON AND AWARD

The WVDOF wishes to make a single award for this Purchase Order to the lowest bid meeting specifications on all forty-one (41) items on the attached bid sheet (ATTACHMENT A).

In the event no single Vendor submits a bid meeting specifications for all forty-one items, the WVDOF reserves the right to make a partial award or multiple partial awards in the best interest of the State.

BID COMPLETION (ATTACHMENT A)

'OR EQUAL': The WVDOF has included on the bid sheet specific brand and item numbers, as available, as an example of the item it wishes to include in this Purchase Order. If the Vendor intends to supply an alternative brand and/or item number which meets the specification included, the Vendor should use the space available to specify the alternative brand and/or item number. The WVDOF reserves the right to request a sample of any alternative item submitted.

'SIZE': The sizes listed on the bid sheet are based on the brand and item number suggested for each item, along with best knowledge of the WVDOF. If a wider range of sizes is available for the specified brand and item, or the alternative brand and/or item number, the WVDOF will accept the wider range. The Vendor should use the space available to specify alternative size ranges.

'ESTIMATED FIRST YEAR ORDER': The estimated first year order is for bid comparison only, and does not guarantee a minimum or maximum first year order.

'UNIT PRICE': The Vendor should enter the unit price for each item, and size range as applicable, in the space provided.

'EXTENDED PRICE': The Vendor should multiply the 'Estimated First Year Order' value by their submitted 'Unit Price' to come to the 'Extended Price'.

'GRAND TOTAL': The Vendor should total all 'Extended Prices' for all items bid.

SHIPPING

The cost of shipping shall be included in the unit cost of each item; no separate reimbursement for shipping will be made. Orders will be shipped to employees' office location unless otherwise determined by the WVDOF.

EMBROIDERY

Artwork samples will be made available to the successful bidder.

EMBLEMS

Artwork samples will be made available to the successful bidder. All emblems are to be sewn on both sleeves centered (one) 1 inch down from the shoulder seam.

The WVDOF currently has an inventory of emblems which will be provided to the successful bidder. Future needs for emblems will be fulfilled at the Purchase Order price.

ALTERATIONS

Standard alterations shall be done by the Vendor at no additional charge. Standard alterations shall include sleeve length and pant length.

INVENTORY

The Vendor should maintain sufficient inventory levels for all uniform parts based on seasonal fluctuations. The Vendor shall ship all orders and exchanges within ten (10) days of receipt, or notify the WVDOF Project Manager and employee of back-order status and anticipated ship date.

CATALOGUE

The Vendor shall work jointly with the WVDOF in developing a catalogue for this Purchase Order. The catalogue shall have a graphical and text description of all items on the Purchase Order, and may include an order form.

PAYMENT

All orders fulfilled under this Purchase Order shall be made using the WV Visa Purchasing Card (P-Card). The Vendor shall provide an itemized invoice or receipt to the employee who has made the purchase.

REPORTING

The Vendor shall provide to the WVDOF quarterly and annual summaries showing the quantities and dollar value of each item ordered under this Purchase Order.

COLORS

Colors should remain consistent throughout the life of the Purchase Order, as possible based on manufacturer production. The Vendor shall notify the WVDOF Project Manager of known manufacturer color changes in advance of the change.

CONFIDENTIAL INFORMATION

The WVDOF may grant Vendor and its employee's specific access to WVDOF's physical facilities, its computer network, systems/applications, and/or equipment and its information in various oral, written, or electronic forms as required for implementation of Purchase Order. All information disclosed or provided by the WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this Purchase Order or how it was provided. Confidential Information will not include information that:

- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of the Vendor;
- The Vendor rightfully had in its possession prior to the disclosure to the Vendor by the WVDOF;
- Is independently created by the Vendor without direct or indirect use of the Confidential Information; or

- The Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

The Vendor may only disclose the WVDOF's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

The Vendor will access the WVDOF's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment, and/or information only after requesting and being granted permission. Vendor must request permission from WVDOF personnel. Upon receiving permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and/or equipment to only those of its employees or agents that are directly involved in performing work under this Purchase Order. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use, and will take all necessary steps to ensure that the terms of this Purchase Order are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications, and/or equipment to which it has been granted access. The WVDOF may at any time request the return of any or all Confidential Information or revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Purchase Order, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications, and equipment of the WVDOF.

If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Privacy Officer and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's computer network, systems/applications, and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify the WVDOF's Privacy Officer and will take all reasonable and necessary steps to terminate the unauthorized access.

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
1	HOODED WATERPROOF JACKET WALLS 32184 OR EQUAL CUSTOMIZATION: NONE 100% NYLON, WATERPROOF, SEAM-SEALED, FULL-ZIP FRONT, ADJUSTABLE CUFFS, DRAWCORD HEM, ZIPPERED POCKETS, AND HOOD WITH DRAW CORD AND SNAP CLOSURE. AVAILABLE IN SHORT, REGULAR, AND TALL LENGTHS. COLOR: MOSS	XS - 2XL		15		-
		3XL - 4XL		15		-
		5XL - 6XL		5		-
2	WATERPROOF PANT WALLS 58105 OR EQUAL CUSTOMIZATION: NONE 100% NYLON, WATERPROOF, SEAM-SEALED, SIDE ENTRY POCKETS, SIDE LEG ZIPPERS. AVAILABLE IN SHORT, REGULAR, AND TALL LENGTHS. COLOR: MOSS	XS - 2XL		10		-
		3XL - 4XL		10		-
		5XL - 6XL		5		-
3	WATERPROOF JACKET W/ZIP OUT LINER 5.11 5-IN-1 48017 JACKET OR EQUAL CUSTOMIZATION: EMBROIDERED ON FLEECE LINER WATERPROOF OUTER JACKET, ZIP OUT HEAVY-WEIGHT FLEECE LINER WITH REMOVABLE SLEEVES, DETACHABLE HOOD, FULL-ZIP FRONT, ZIPPERED HAND POCKETS, SLEEVE CLOSURES, ELASTIC WAISTBAND COLOR: FOREST GREEN	XS - 2XL		30		-
		3XL - 4XL		30		-
		5XL - 6XL		5		-
4	BLANKET LINED JACKET CARHARTT J97 OR EQUAL CUSTOMIZATION: EMBLEM ON LEFT SLEEVE 12-OZ. 100% COTTON DUCK, BLANKET LINING IN BODY, BI-SWING BACK, FULL-ZIP FRONT, THREE POCKETS, ONE WITH ZIPPER, WAIST AND CUFFS SNAP ADJUSTABLE COLOR: MOSS	S - 2XL REGULAR		25		-
		3XL - 5XL REGULAR		25		-
		XL - 4XL TALL		5		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
5	HOODED PULLOVER SWEATSHIRT <i>CARHARTT K184 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST 13-OZ., 80% COTTON / 20% POLYESTER FABRIC, HOOD WITH DRAWCORD, FRONT POCKETS, RIB- KNIT CUFFS AND WAISTBAND COLOR: CHARCOAL HEATHER	S - 2XL REGULAR		60		-
		3XL - 5XL REGULAR		60		-
		L - 4XL TALL		10		-
6	MEN'S LONG SLEEVE UNIFORM SHIRT <i>FLYING CROSS 35W5414 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, SEVEN BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, CROSS-STITCHED SHOULDER STRAPS, POCKET FLAPS, HIDDEN PENCIL COMPARTMENT IN ONE POCKET, BADGE LOOPS. ORDER BY NECK SIZE AND SLEEVE LENGTH. COLOR: SILVER TAN	14 - 22		55		-
7	WOMEN'S LONG SLEEVE UNIFORM SHIRT <i>FLYING CROSS 126R5414 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, SEVEN BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, CROSS-STITCHED SHOULDER STRAPS, POCKET FLAPS, HIDDEN PENCIL COMPARTMENT IN ONE POCKET, BADGE LOOPS. ORDER BY NECK SIZE AND SLEEVE LENGTH. COLOR: SILVER TAN	28 - 52		5		-
8	MEN'S SHORT SLEEVE UNIFORM SHIRT <i>FLYING CROSS 85R5414 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, SEVEN BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, CROSS-STITCHED SHOULDER STRAPS, POCKET FLAPS, HIDDEN PENCIL COMPARTMENT IN ONE POCKET, BADGE LOOPS. COLOR: SILVER TAN	S - 2XL		60		-
		3XL - 4XL		10		-

FOR12007 - ATTACHMENT A

FOR12007 - ATTACHMENT A			VENDOR NAME			
ITEM #	DESCRIPTION	SIZE	VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
9	WOMEN'S SHORT SLEEVE UNIFORM SHIRT <i>FLYING CROSS 176R5414 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, SEVEN BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, CROSS-STITCHED SHOULDER STRAPS, POCKET FLAPS, HIDDEN PENCIL COMPARTMENT IN ONE POCKET, BADGE LOOPS. COLOR: SILVER TAN	28 - 48		5		-
		50 - 52		5		-
10	LONG SLEEVE TACTICAL SHIRT <i>5.11 TACTICAL SHIRT 72157 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES, EMBROIDERED NAME PLATE AND BADGE COTTON SHIRTS: MINIMUM 5.4 OZ, LONG SLEEVE, TRIPLE STITCH, MINIMUM SIX POCKETS, BARTACKS IN HIGH-STRESS AREAS COLOR: KHAKI	XS - 2XL		100		-
		3XL - 5XL		100		-
11	SHORT SLEEVE TACTICAL SHIRT <i>5.11 TACTICAL SHIRT 71152 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES, EMBROIDERED NAME PLATE AND BADGE COTTON SHIRTS: MINIMUM 5.4 OZ, SHORT SLEEVE, TRIPLE STITCH, MINIMUM SIX POCKETS, BARTACKS IN HIGH-STRESS AREAS COLOR: KHAKI	XS - 2XL		100		-
		3XL - 5XL		100		-
12	SWEATER <i>FLYING CROSS COMMAND RIB-KNIT SWEATER OR EQUAL</i> CUSTOMIZATION: NONE 70% ACRYLIC / 30% WOOL, V-NECK STYLE, BADGE LOOPS COLOR: GREEN	S - XL		10		-
		2XL - 3XL		10		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
13	MEN'S SHORT SLEEVE POLO SHIRT <i>TRI MOUNTAIN 205 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST 7-OZ., 60% COTTON / 40% POLYESTER, HEMMED BOTTOM, FABRIC PROTECTOR FOR STAIN RESISTANCE, THREE BUTTONS COLOR: FOREST GREEN, KHAKI, & HEATHER GRAY - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOP	S - XL REGULAR		80		-
		2XL - 6XL REGULAR		80		-
		L - 6XL TALL		15		-
14	WOMEN'S SHORT SLEEVE POLO SHIRT <i>TRI MOUNTAIN 202 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST 7-OZ., 60% COTTON / 40% POLYESTER, HEMMED BOTTOM, FABRIC PROTECTOR FOR STAIN RESISTANCE, THREE BUTTONS COLOR: FOREST GREEN, KHAKI, & HEATHER GRAY - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOP	XS - XL		15		-
		2XL - 4XL		5		-
15	MEN'S LONG SLEEVE TWILL SHIRT <i>TRI MOUNTAIN 770 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 4 - 6 OZ., 60 - 100% COTTON TWILL, LEFT CHEST POCKET, BUTTON DOWN COLLAR, LONG SLEEVE WITH TWO BUTTON CUFF, WRINKLE FREE COLOR: FOREST GREEN, KHAKI, & LIGHT GRAY - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOP	S - XL REGULAR		40		-
		2XL - 6XL REGULAR		40		-
		L - 6XL TALL		10		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
16	WOMEN'S LONG SLEEVE TWILL SHIRT <i>TRI MOUNTAIN 762 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 4 - 6 OZ., 60 - 100% COTTON TWILL, LEFT CHEST POCKET, BUTTON DOWN COLLAR, LONG SLEEVE WITH TWO BUTTON CUFF, WRINKLE FREE COLOR: FOREST GREEN, KHAKI, & LIGHT GRAY - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOF	XS - XL		5		-
		2XL - 4XL		5		-
		L - 4XL		5		-
		TALL				
17	MEN'S SHORT SLEEVE TWILL SHIRT <i>TRI MOUNTAIN 718 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 4 - 6 OZ., 60 - 100% COTTON TWILL, LEFT CHEST POCKET, BUTTON DOWN COLLAR, WRINKLE FREE COLOR: FOREST GREEN, KHAKI, & FRENCH BLUE - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOF	S - XL		35		-
		REGULAR				
		2XL - 6XL		35		-
		REGULAR				
18	WOMEN'S SHORT SLEEVE TWILL SHIRT <i>TRI MOUNTAIN 711 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST 4 - 6 OZ., 60 - 100% COTTON TWILL, WRINKLE FREE COLOR: FOREST GREEN, KHAKI, & FRENCH BLUE - THESE MAY BE CHANGED UPON MUTUAL AGREEMENT OF VENDOR AND WVDOF	XS - XL		5		-
		2XL - 4XL		5		-
19	LONG SLEEVE T-SHIRT <i>JERZEES 29LSR OR EQUAL</i> CUSTOMIZATION: SCREEN PRINT ON LEFT CHEST 5.6-OZ., 50% COTTON / 50% POLYESTER, PRE-SHRUNK, JERSEY KNIT, RIBBED COLLAR AND CUFF, FOR MEN OR WOMEN COLOR: ASH	S - XL		70		-
		2XL - 3XL		70		-

FOR12007 - ATTACHMENT A

			VENDOR NAME			
ITEM #	DESCRIPTION	SIZE	VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
20	SHORT SLEEVE T-SHIRT <i>JERZEES 29MR OR EQUAL</i> CUSTOMIZATION: SCREEN PRINT ON LEFT CHEST 5.6-OZ., 50% COTTON / 50% POLYESTER, PRE-SHRUNK, JERSEY KNIT, RIBBED COLLAR AND CUFF, FOR MEN OR WOMEN COLOR: ASH	S - XL		90		-
		2XL - 5XL		90		-
21	MEN'S LONG SLEEVE DENIM SHIRT <i>TRI MOUNTAIN 829 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 7-OZ. 100% COTTON DENIM, BUTTON DOWN COLLAR, TWO BUTTON CUFF, LEFT CHEST POCKET COLOR: MEDIUM INDIGO	XS - XL		15		-
		REGULAR				
		2XL - 6XL		15		-
		REGULAR				
		L - 6XL		5		-
		TALL				
22	WOMEN'S LONG SLEEVE DENIM SHIRT <i>TRI MOUNTAIN 822 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 7-OZ. 100% COTTON DENIM, BUTTON DOWN COLLAR, TWO BUTTON CUFF, LEFT CHEST POCKET COLOR: MEDIUM INDIGO	XS - XL		5		-
		REGULAR				
		2XL - 4XL		5		-
		REGULAR				
		L - 4XL		5		-
		TALL				
23	MEN'S SHORT SLEEVE DENIM SHIRT <i>TRI MOUNTAIN 828 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 7-OZ. 100% COTTON DENIM, BUTTON DOWN COLLAR, LEFT CHEST POCKET COLOR: MEDIUM INDIGO	XS - XL		10		-
		REGULAR				
		2XL - 6XL		10		-
		REGULAR				
		L - 6XL		5		-
		TALL				

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
24	WOMEN'S SHORT SLEEVE DENIM SHIRT <i>TRI MOUNTAIN 821 OR EQUAL</i> CUSTOMIZATION: EMBROIDERED ON LEFT CHEST ABOVE POCKET 7-OZ. 100% COTTON DENIM, BUTTON DOWN COLLAR, LEFT CHEST POCKET COLOR: MEDIUM INDIGO	XS - XL		5		-
		2XL - 4XL		5		-
25	MEN'S A CLASS UNIFORM PANTS <i>ELBECO TEXTROP TROUSERS OR EQUAL</i> DRESS PANTS: 100% POLYESTER, MINIMUM 4 POCKET, 6.5 - 7.0 OZ/SQUARE YARD, PERMANENT CREASES, MOISTURE MANAGEMENT, UV 40+ PROTECTION, MACHINE WASHABLE, BELT LOOPS COLOR: SPRUCE GREEN	28 - 44		30		-
		46 - 60		25		-
26	WOMEN'S A CLASS UNIFORM PANTS <i>ELBECO TEXTROP TROUSERS IN LADIES CHOICE OR EQUAL</i> DRESS PANTS: 100% POLYESTER, MINIMUM 4 POCKET, 6.5 - 7.0 OZ/SQUARE YARD, PERMANENT CREASES, MOISTURE MANAGEMENT, UV 40+ PROTECTION, MACHINE WASHABLE, BELT LOOPS COLOR: SPRUCE GREEN	2 - 16		5		-
		18 - 26		5		-
27	MEN'S TACTICAL PANTS <i>5.11 TACTICAL PANTS 74251 OR EQUAL</i> TACTICAL PANTS: 8.5-OZ. COTTON CANVAS, 100% COTTON, MINIMUM SEVEN POCKETS, SNAP CLOSURE WITH HEAVY DUTY ZIPPER, TEFLON TREATMENT AND BELT LOOPS COLOR: OD GREEN	28 - 44		130		-
		46 - 58		5		-
28	WOMEN'S TACTICAL PANTS <i>5.11 TACTICAL PANTS 64358 OR EQUAL</i> TACTICAL PANTS: 8.5-OZ. COTTON CANVAS, 100% COTTON, MINIMUM SEVEN POCKETS, SNAP CLOSURE WITH HEAVY DUTY ZIPPER, TEFLON TREATMENT AND BELT LOOPS COLOR: OD GREEN	2 - 16		5		-
		18 - 20		5		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
29	COVERALLS <i>CARHARTT DUCK COVERALL X02 OR EQUAL</i> CUSTOMIZATION: EMBLEM ON BOTH SLEEVES QUILTED LINING, 12-OZ. 100% COTTON DUCK, TWO-WAY LEG ZIPPER, SHELL WATER REPELLENT COLOR: BROWN	36 - 50 SHORT		5		-
		52 - 54 SHORT		5		-
		34 - 50 REGULAR		5		-
		52 - 58 REGULAR		5		-
		38 - 54 TALL		5		-
30	BIB OVERALLS <i>CARHARTT LINED DUCK BIB OVERALLS R02 OR EQUAL</i> 12-OZ 100% COTTON DUCK EXTERIOR WITH 100% NYLON QUILTED LINING, LEG ZIPPERS, METAL RIVETS AT STRESS POINT AND DOUBLE KNEES COLOR: BROWN	30 - 50		15		-
		52 - 58		15		-
31	STOCKING CAPS <i>CARHARTT WATCH HAT A18 OR EQUAL</i> WATCH CAP STYLE, STRETCHABLE, 100% ACRYLIC RIB KNIT FABRIC COLOR: DARK GREEN			40		-
32	POLAR CAP <i>CARHARTT QUILT LINED CAP A201 OR EQUAL</i> 100% NYLON SHELL, QUILTED FLEECE LINING, VELCRO TABBED EAR FLAPS TEFLON WATER RESISTANT FINISH COLOR: BLACK			5		-
33	MEN'S BLAZER <i>EXECUTIVE APPAREL 1000 OR EQUAL</i> 100% POLYESTER, FULLY LINED, TWO BUTTON STYLE, TWO FLAP POCKETS, ONE WELT BREAST POCKET, AND THREE BUTTON CUFFS COLOR: HUNTER GREEN	36 - 50		5		-
		52 - 60		5		-
34	WOMEN'S BLAZER <i>EXECUTIVE APPAREL 2000 OR EQUAL</i> 100% POLYESTER, FULLY LINED, TWO BUTTON STYLE, TWO FLAP POCKETS, ONE WELT BREAST POCKET, AND THREE BUTTON CUFFS COLOR: HUNTER GREEN	2 - 16		5		-
		18 - 24		5		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
35	BRIMMED BALL HAT <i>OTTO OR EQUAL</i> BRIMMED HAT WITH EMBROIDERY: SIX PANEL LOW PROFILE, VELCRO ADJUSTABLE CAPE, EXTRA THICK BILL COLOR: HUNTER GREEN			60		-
36	CLASS A HAT <i>STRATTON NATIONAL PARK SERVICE SUMMER DRESS HAT S-44DB OR EQUAL</i> BRIM 3.00 - 3.25 INCHES WIDE, NO RIBBON OR BRIM AND BADGE EYELET HOLES, FOAM SWEATBAND COLOR: TAN			100		-
37	EMBLEMS/SLEEVE PATCHES ALL EMBLEMS ARE TO BE SEWN ON BOTH SLEEVES CENTERED 1 INCH DOWN FROM THE SHOULDER SEAM: ARTWORK AVAILABLE TO SUCCESSFUL BIDDER			500		-
38	VELCRO BREAK-AWAY NECKTIE <i>SAMUEL BROOME 45100 OR EQUAL</i> 75% - 100% POLYESTER, 3.0 - 3.5 INCHES WIDE, PRE-TIED, MINIMUM ONE BUTTONHOLE, WITH WRAP AROUND VELCRO BACKED STYLE FOR NATURAL LOOKING TIE AND FOR SAFETY THE VELCRO BACKED TIE WILL BREAK AWAY WHEN GRABBED OR PULLED COLOR: FORESTRY GREEN	14.5"		15		-
		18.0"		15		-
		20.0"		15		-
39	BELTS 1.5 INCHES WIDE, HEAVY DUTY TOP GRAIN LEATHER, BUCKLE BRASS WITH SILVER TONE COLOR: BLACK & BROWN	28 - 44		30		-
		46 - 60		30		-
40	NAME PLATES <i>REEVES 08LE OR EQUAL</i> 1/2 - 5/8 INCHES HIGH, 2 1/2 - 2 5/8 INCHES WIDE, SILVER PLATING, SATIN FINISH, BLACK LETTERING, ENGRAVED, AND CLUTCH BACK			20		-

FOR12007 - ATTACHMENT A

VENDOR NAME

ITEM #	DESCRIPTION	SIZE	VENDOR NAME			
			VENDOR BID	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
41	BADGES WITH STATE SEAL AND NUMBER BLACKINTON B-691-RHODIUM OR EQUAL ENGRAVED WITH "WEST VIRGINIA" AT TOP, "DIVISION OF FORESTRY" IN THE LOWER HALF, AND A 3 OR 4 DIGIT NUMBER AT THE BOTTOM. BADGE IS TO INCLUDE FULL COLOR STATE SEAL WITH BLACK RIM AND BLUE SKY			10		-
GRAND TOTAL						

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or 80%** of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

RFQ No. FOR12007

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 _____