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

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Quot	ation

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RRISTA FERRELL

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
JOBSITE
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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.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

## Request for Quotation

GSD116473

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
JOBSITE
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KRISTA FERRELL 804-558-2596

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
JOBSITE

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#### **Request for** Quotation

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KRISTA FERRELL

R04-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION p JOBSITE SEE SPECIFICATIONS

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

## Request for Quotation

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

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## Request for Quotation

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KRISTA FERRELL

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	JOBSITE
	SEE SPECIFICATIONS
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KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
JOBSITE

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

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

## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

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VENDOR

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WV 25205 0400 Charleston, WV 25305-0130

RFQ NUMBER GSD116473

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE

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WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

# REQUEST FOR QUOTATIONS #GSD116473 Installation of Parking Lot Fence REHAB CENTER COMPLEX Institute, West Virginia

Location:

Rehabilitation Center Complex

Institute, West Virginia

For:

State of West Virginia General Services Division 1900 Kanawha Boulevard, East Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor Purchasing Division

P. O. Box 50130

Charleston, West Virginia 25305-0130

Telephone: (304) 558-2596

Fax: (304) 558-4115 Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide all labor, materials and associated costs to install a chain link fence and one roll gate around the parking lot at the Rehabilitation Center Complex in Institute, WV. This document is intended to supplement information provided in the standard "Request for Quotations" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

#### **Documents:**

This Request for Quotations also incorporates the attached documents:

- 1. Drawing A- Rehab Complex Site
- 2. GSD116473 Bid Form

#### Definitions:

A. "Agency", as herein stated, shall be defined as The Department of Administration, General

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

Services Division, Room MB-60, State Capitol, Charleston, West Virginia.

- B. "Contractor", as herein stated, shall be defined as the vendor or service organization contracted by these specifications.
- C. "The Contract", as herein stated, shall mean the agreement between the Agency and the Contractor to provide the services as herein specified.
- D. "Agency Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

#### **Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on Thursday, July 21, 2011 at 10:00 am. Contractors attending the meeting shall assemble on site at the entry control point adjacent to Building E.

#### Scope of Work:

The work consists of installing a perimeter fence around the parking lot, remove 25 lineal feet of fence and install one aluminum slide gate. It is approximately 965 lineal feet of new nine (9) gauge, eight (8) foot tall galvanized fence fabric. The Contractor shall remove 25 lineal feet of fencing and install one twenty five foot aluminum slide gate that shall be installed as shown in Drawing A. All posts will be set every eight feet and buried at a minimum depth of 24" of concrete. Bore holes shall be a minimum of 18" wide. Additional minimum requirements are listed below:

- 4" diameter corner posts
- 2 1/2" diameter line posts
- 1 1/2" diameter top rail
- Distance between line posts shall not exceed 10 feet.
- Every 50 feet line posts shall be 4" in diameter
- Fabric shall be secured to 1-5/8" Schedule 40 bottom rail
- Wire tie points on fabric shall not exceed 24" intervals
- Gate is 25 foot aluminum slide gate. Roll direction is located on Attachment A.

The Contractor shall coordinate with "Miss Utility" to determine the location of permanent utility lines. Currently, there are no prints or diagrams available demonstrating the location of utility lines.

The Contractor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of a fully completed fence system that is integrated into the existing fencing and surrounds the parking lot. The Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

The drawing is not to scale, and no scale drawing is available. Potential bidders should plan to perform all field measurements during or immediately after the mandatory pre-bid meeting. If additional on-site information needs acquired by bidders following the pre-bid meeting, they may contact Scotty Pauley at 304-993-8452 to arrange a site visit. No verbal representations made during any site visit are binding.

Any equipment contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.

#### **Contract Period**:

The Contract shall be completed within Thirty (30) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

#### Reference Requirement:

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work with their bid. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the duct cleaning work.

#### Payment:

Invoice will be submitted for payment (in arrears) and must include the following information:

- 1. Invoice must include FEIN number, complete address of Contractor, Agency work order number, and purchase order number of the contract.
- 2. Invoices will be mailed to the following address:

General Services Division 1900 Kanawha Blvd. E. Building 1, Room MB-68 Attn: Business Manager

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

#### Charleston, WV 25305

#### **Supplementary General Conditions:**

- This contract will be governed by the laws of the State of West Virginia. The
  Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable
  Federal, State, and local Government regulations.
- 2. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- 3. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- 4. The relationship of the Contractor to the Agency shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility.
- 5. The Contractor will hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor will not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- 6. Any and all work to be performed and executed per the terms of this Contract by a third party or sub-contractor must be pre-approved by the Agency Representative or Designee. All such work, after Agency's approval, will remain the sole responsibility of the successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

State of West Virginia General Services Division Project No. GSD 116473

7. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

#### **Bonds and Insurance:**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

#### Final Inspection:

The Final Inspection will be conducted by a Project Manager from the General Services Division. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor from conforming to the Contract documents.

The successful contractor shall be required to leave the work area clean upon completion and remove debris from the site. All applicable local safety and OSHA rules/ guidelines shall be met by the contractor.

Final payment shall not be made until all work is finally accepted.

#### **Limits of Work**

Work areas will be limited to those spaces required for access to the Parking Area.

Some exterior space may be utilized for temporary (overnight) storage of equipment and tools. Contractor shall be responsible for security. Coordinate storage needs with the Agency Building Manager.

#### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

sanitary sewage disposal as required for conducting the work. The Contractor shall coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

#### **Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis. The Agency will designate a waste dump area on site for excavated dirt.

#### **Work Restrictions:**

Work shall be generally performed during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

This is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

#### **Parking**

Parking is available on the project site. A limited number of spaces will be allocated for contractors vehicles near the project site. Provisions will be made for locating refuse dumpsters if required by the project.

#### Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

#### Safety:

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Agency if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

#### **Hot Work Permit:**

Contractor shall obtain Agency's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work

WV Rehabilitation Center Complex Parking Lot Fence Institute, WV

Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

#### Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

#### Warranty:

In addition to individual material warranties, Contractor shall warranty all work for a period of one year from the date of Substantial Completion.

State of West Virginia
Department of Administration

General Services Division
GSD116473 Rehab Center Parking Lot Fence

#### **REQUEST FOR QUOTATIONS #GSD116473**

#### **Rehab Center Parking Lot Fence**

## **BID FORM**

Bidder's Company Name:
Bidder's Address:
Remittance Address:(if different)
Phone Number:
Fax Number:
Email Address:
WV Contractor's License Number:
We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.
TOTAL CONTRACT BID
(\$) (Total to be written in words and numbers.)
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## State of West Virginia Department of Administration

## General Services Division GSD116473 Rehab Center Parking Lot Fence

### References

Position: Address: Telephone Number: Project Name:	
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Position: Address:	



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STA	TE OF	
col	JNTY OF	, TO-WIT:
I,	e as follows:	, after being first duly sworn, depose and
1.	I am an employee of	(Company Name)
2.	I do hereby attest that _	(Company Name)
		drug free workplace policy and that such with <b>West Virginia Code</b> §21-1D-5.
The	above statements are swo	rn to under the penalty of perjury.
		(Company Name)
		By:
		Title:
		Date:
Take	en, subscribed and sworn to	o before me this day of
Ву С	Commission expires	
(Sea	al)	
		(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

BID BOND							
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,							
	, as Principal, and						
	, a corporation organized and existing under the laws of the State of						
with its principal office in the City of _	, as Surety, are held and firmly bound unto the State						
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,						
well and truly to be made, we jointly and severally bind	ourselves, our heirs, administrators, executors, successors and assigns.						
	that whereas the Principal has submitted to the Purchasing Section of the attached hereto and made a part hereof, to enter into a contract in writing for						
NOW THEREFORE,							
hereto and shall furnish any other bonds and insurance agreement created by the acceptance of said bid, then force and effect. It is expressly understood and agreed exceed the penal amount of this obligation as herein state.  The Surety, for the value received, hereby stip	cipal shall enter into a contract in accordance with the bid or proposal attached required by the bid or proposal, and shall in all other respects perform the this obligation shall be null and void, otherwise this obligation shall remain in full that the liability of the Surety for any and all claims hereunder shall, in no event, ated.  Solution and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby						
IN WITNESS WHEREOF, Principal and Surety	y have hereunto set their hands and seals, and such of them as are corporations						
	to and these presents to be signed by their proper officers, this						
day of, 20							
Principal Corporate Seal	(Name of Principal)						
	Ву						
	(Must be President or Vice President)						
	(Title)						
Surety Corporate Seal	(Name of Surety)						
	Attorney-in-Fact						

Agency\_\_\_\_ REQ.P.O#\_\_\_\_

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

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NOTE:

WV State Agency

right corner of page #1) Your Company Name

Surety Corporate Name

City, Location of Surety

State, Location of Surety

this line in words.

Day of the month

Name of Corporation

Title of person signing

Corporate Name of Surety

Month

President

Surety

bond.

Year

State of Surety Incorporation

City of Surety Incorporation

Amount of bond in figures

Minimum amount of acceptable bid

Brief Description of scope of work

Raised Corporate Seal of Principal

Signature of President or Vice

Raised Corporate Seal of Surety

Signature of Attorney in Fact of the

Dated, Power of Attorney with Raised Surety Seal must accompany this bid

bond is 5% of total bid. You may state "5% of bid" or a specific amount on

(Stated on Page 1 "Spending Unit") Request for Quotation Number (upper

City, Location of your Company

State, Location of your Company

ACENICV

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Attorney-in-Fact

	GSD116473
RFQ No.	1,0

## 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:		<del> </del>	
Authorized Signature:		Date:	<del></del>
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		