

VENDOR

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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

RJC696

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TARA LYLE 304-558-2544

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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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BID SPECIFICATIONS Inmate Clothing and Accessories RJC696

SCOPE

The West Virginia Regional Jail Authority (WVRJA) is soliciting bids from qualified vendors to establish an open end contract(s) to provide Clothing and Accessories for inmates housed in WV Regional Jail Authority Facilities. This request for quotation is to establish an Agency contract to supply specific clothing items to ten (10) Regional Jail Facilities located throughout the state. The contract(s) shall also be available for use by other state agencies with like needs. The Agency reserves the right to make multiple awards based on the best quality, lowest priced product from qualified vendors meeting all specifications per item number.

The name and location of each WVRJA facility is listed at the end of this Request for Quotation.

**** This contract SHALL not include identical products currently available on other State wide contracts.

All terms and conditions in the written specifications are absolute and the compliance with cannot be waived. Mandatory terms are included by the use of the terms *shall*, *will*, *must*, *maximum* or *minimum*.

General Information:

- 1) At the time of this bid, the West Virginia Regional Jail Authority's total inmate population is approximately 4,450 (total male and female);
- 2) Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid;
- 3) Orders shall be delivered within seven (7) working days after orders are received. If for any reason this time frame cannot be met, the Authority reserves the right to order the product from another vendor;
- 4) Vendors shall carry or have access to an adequate stock of items bid to insure such delivery service for the duration of the contract. In the event an item is unavailable at the time of order, the vendor must contact the facility placing the order immediately. Excessive out of stock and back orders will not be tolerated and may result in cancellation of the contract;
- 5) If vendors bid quote makes reference to the prices being subject to change, those terms are null and void;
- 6) The bid price is to be all inclusive and must be the final price that will be charged to the State of West Virginia;
- 7) All bids are to be quoted as F.O.B. destination to any facility location listed in the RFQ. The minimum order for prepaid shipping to one, facility destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) may be invoiced as a separate charge with the original freight

bill attached to the invoice. Facilities may make purchases that fall under the \$200.00 limit from a local source to avoid the delivery charges only in the event of an authorized emergency;

- 8) Once the contract has been awarded, verification of product quality is the responsibility of the vendor. Non conforming materials shall be returned to the vendor at no expense to the Agency or the State of West Virginia at any time during the life of this contract;
- 9) The successful vendor shall provide catalogs upon request to any Regional Jail Authority/State Agency utilizing this contract. Additional catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. Regional Jail Facilities/State Agencies may obtain the catalogs by contacting the contract coordinator listed on the pricing page;
- 10) The catalog may be updated at renewal. If the Agency and Purchasing Division extends the offer to renew and the new catalogs have significant price increases, the Agency and/or the Purchasing Division may decline and re-bid the commodity;
- 11) Successful vendor must be able to accept orders via telephone, fax, internet, USPS;
- 12) Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner;
- 13) Internet Access Vendor must be able to provide internet access. This should be so noted in their quotation. The successful bidder's contract coordinator listed on the pricing page shall be prepared to describe the process for setting up such ordering for state agencies;
- 14) A vendors' catalog should be submitted with the bid. The most current catalog is preferred. **NOTE:** If submitted, Internet catalogs must be submitted in paper format;
- 15) The lowest cost bidder, whose product meets all mandatory specifications, and product quality inspection by the Agency shall be awarded the contract. The price bid shall remain the same during the entire contract period including any renewals;
- 16) The successful bidder shall not substitute any other brand or product for that awarded without prior written approval from the WV Regional Jail Authority. Any substitution of product without prior approval will be grounds for cancellation of the contract;
- 17) The Agency reserves the right to make multiple awards based on the best quality, lowest priced product from qualified vendors meeting all specifications per item number.
- 18) As durability is of equal importance to the Agency as cost, the West Virginia Regional Jail Authority reserves the right to request samples for quality inspection from the three lowest bids of each item number prior to award at no cost to the State of West Virginia;
- 19) Bidders shall provide all information requested on "RCJ696 Pricing Page(s) for the following items;

At a minimum, each item bid must meet the following specifications;

Item #1 - Men's Brief

100% Pre Shrunk Cotton
Made of first quality material
Snug fit
Elastic waist band
Available in Colors and White
Available in Sizes Small to 10 XL

Item #2 - Woman's Sports Bra

Made of first quality material
Two ply cotton blend
Pull on styling
No Hooks
Wide non slip straps
Available in Sizes Small to 5X

Item #3 - Woman's Panties

100 % Cotton
Classic style brief
Elastic waistband
Snug knitted leg
Available in Sizes – 5 (small) to 18 (plus)

Item #4 - Sleep Shirt

100% Pre-shrunk cotton
Made of first quality material
Slip over design
Double needle sleeve and bottom hem
Modest design and coverage
No Buttons
No Ties
No Snaps
No Pockets
No decorative trim of any kind
Sizes – Standard (small – 2X) to Plus (3XL-6XL)

Item #5 - Disposable Isolation Gowns

Fluid resistant Sewn seams Elastic cuffs Universal fit

Item #6 - Disposable Shirt and Disposable Trouser

Breathable fabric Fluid resistant Self extinguishing Surged seams No pockets Sewn-in elastic (Trousers)

Item #7 - Disposable Briefs

Breathable fabric Highly stretchable Washable One size fits most Unisex

Item #8 - Sweatshirt

Made of first quality material 50/50 Heavy Poly Cotton blend Reinforced neck, shoulder, and armhole seams Cover seamed and ribbed collar, cuffs and waistband Available in Orange Available in Sizes - Small to 10X

Item #9 - Cap (Watch Caps)

100% Acrylic knit Machine Wash and Dry One size fit all Available in Orange

Item#10- Suicide Prevention Smock

Made of durable construction
Velcro Fastening
Tear resistant
Lockstitch quilted
Minimum 8 oz. polyester batting
Flame resistant
Machine washable and machine dryable

Item #11 - Heavy-Duty Vinyl Apron

Made of first quality, heavy-duty vinyl Tear-resistant Flame-resistant One size fits all. Easy clean with soap and water

Item #12 - PVC Sandal

Slip on
One piece durable construction
All manmade material
1-1/8 to 1-1/2 in Thick Cushioned Sole
Can be worn with or without socks
Can be worn indoors or outdoors
Autoclave safe
Non Skid
Non marking
Unisex

Item #13 - Boot (Inmate road crew)

6"
Leather
Plain, soft toe
No shank
Lace up
Metal rust resistant eyelets
Oil-resistant
Water-resistant
Moisture-wicking lining
Cushioned removable insole
Arch support
Slip resistant rubber outsole
Double reinforced non-marking outsole
Padded tongue and collar
Goodyear-Welt construction

Item #14 – Boot (Kitchen work)

Servus or equal 100% Waterproof Over sock Seamless molded construction Reinforced at critical stress points Anti-Skid outsole and heel 12" and 16" tall

Item #15 - Disposable Latex Over-Boot

12" Latex Over-Boot 100% Waterproof Slip resistant

Item #16 - Shoe (Trustee general work)

Shoes for Crews - Style #6001 or equal (men's); Style #7001 or equal (women's')
Lace up
Maximum grip outsole for use in wet and/or greasy conditions
Reinforced lateral heel support
Removable cushioned insoles
Padded collar
Available in Men's sizes
Available in Woman's sizes

Item #17 - Shoe (Trustee general work)

Adjustable hook-and-loop closure High traction durable rubber sole Reinforced lateral heel support Removable cushioned insoles Padded collar Available in Men's sizes Available in Woman's sizes

Item #18 - Rubber Knee Boot (Work Crew Rubber)

Waterproof
Over sock
Soft toe
Slip resistant
Anti-bacterial inner boot lining
Anti-bacterial outsole
Anti-fatigue
Mold-injected unibody construction
Reinforced heel & toe
Removable cushioned Insoles

Reminder to Bidders:

Prior to submitting bids, bidders are cautioned to read the RFQ carefully and comply with ALL mandatory bid requirements.

If submitted, please Include dated and numbered catalog(s) – Two Sets If available, please supply an electronic copy of catalog(s).

If the price list/bid quote makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 10 of this request.

Complete the Pricing Pages – including the vendor name and address; the name and contact information for the point of contact for this contract who will respond to agency inquiries; and, any other information requested on the pricing page.

The most complete, lowest cost bid per item number, whose product meets all mandatory specifications and quality inspection, shall be awarded the contract. The price bid shall remain the same during the entire contract period including any renewals.

Requested sample(s) must be submitted at no cost to the State of West Virginia.

The West Virginia Regional Jail Authority facilities utilizing this contract are as follows;

Eastern Regional Jail 94 Grapevine Road Martinsburg, (Berkeley County) WV 25401 (304) 267-0045

Central Regional Jail 300 Days Drive Flatwoods, (Braxton County) WV 26601 (304) 765-7904

North Central Regional Jail #1 Lois Lane Greenwood, (Doddridge County) WV 26415 (304) 873-1384

Northern Regional Jail Rd. 2, Box1 Moundsville, (Marshall County) WV 26041 (304) 843-4067

Potomac Highlands Regional Jail 13 Dolan Drive Augusta, (Hampshire County) WV 26704 (304) 496-7854

South Central Regional Jail 1001 Centre Way Charleston, (Kanawha County) WV 25309 (304) 558-1336

Southern Regional Jail 1200 Airport Road Beaver, (Raleigh County) WV 25813 (304) 256-6726

Southwestern Regional Jail #13 Gaston Caperton Drive Earl Ray Tomblin Industrial Park Holden, (Logan County) WV 25625 (304) 239-3032 Tygart Valley Regional Jail 400 Abbey Road Belington, (Randolph County) WV 26250 (304) 637-0382

Western Regional Jail One O'Hanlon Place Barboursville, (Cabell County) WV 25504 (304) 733-6821 BID SHEET RJC696 Page one of four

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BID SHEET RJC696 Page two of four

		1	00 I&F&0	FINIT DRICE	ESTIMATED	EXTENDED
ITEM#	DESCRIPTION	SIZE	CALALOG		YEARLY PURCHASE	PRICE
	Disposable Shirt	Standard fit			1,000	
9	Disposable Shirt	XL – 2XL			1,000	
5	Disposable Shirt	XL Plus size			1,000	
Sub to	Sub total item 6a					
	Disposable Pant	Standard fit			1,000	
gg —	Disposable Pant	XL-2XL			1,000	
	Disposable Pant	XL Plus size			1,000	
Sub to COMB	Sub total item 6b COMBINED TOTAL COST item 6a and 6b					
7	Disposable Brief	Fits most			2,000	
•	Disposable Brief	Plus size			1,000	
TOTAL	TOTAL COST item 7					
	Sweatshirt	Small			200	
	Sweatshirt	Medium			500	
	Sweatshirt	Large			800,	
∞	Sweatshirt	XL			1,000	
	Sweatshirt	2XL			1,000	
	Sweatshirt	3XL			1,000	
	Sweatshirt	Plus size			700	
TOTAL						
σ	Cans (Watch Caps)	One size			144	
TOTA	TOTAL COST item 9					
7	Suicide Prevention Smocks	34" – 52"			20	
2	Suicide Prevention Smocks				50	
TOTAL	J 🔾					
7	Heavy-Duty Vinyl Apron	One size			150	
TOTA	TOTAL COST item 11		, p., p., p., p., p., p., p., p., p., p.			5

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ITEM#	DESCRIPTION	SIZE	CATALOG ITEM#	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
12	PVC Sandal	S-3XL			10,000	
TOTAL	TOTAL COST item 12					
13	Boot (Inmate road crew) M Width	5 – 16			150	
)	Boot (Inmate road crew) Wide Width	5 – 16			20	
TOTAL	TOTAL COST item 12					
14	Boot (Kitchen work) 12"	4 - 13			250	
-	Boot (Kitchen work) 16"	4 - 13			250	
TOTAL	TOTAL COST item 14					
7	Disposable Latex Over Boot	6 - 15			2,000	
TOTAL	TOTAL COST item 15					
	all ope (/hom produce setting T)					
16	Shoe (Trustee geriefal work) Lace up Medium width Men's	7 – 14			2,000	
	Shoe (Trustee general work) Lace up Wide width Men's	71/2 – 13			1,000	
TOTAL	TOTAL COST item 16					
17	Shoe (Trustee general work) Lace up Medium width Woman's	4 - 12			750	
	Shoe (Trustee general work) Lace up Wide width Woman's	61/2 - 10			250	
TOTAL	TOTAL COST item 17					
8	Shoe (Trustee general work) Velcro	4 - 13			750	
2	Shoe (Trustee general work) Velcro	4 - 13			250	
TOTAL			1			

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ITEM#	DESCRIPTION	SIZE	CATALOG ITEM#	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
0	Shoe (Trustee general work) Velcro	5 - 17			750	
2	Shoe (Trustee general work) Velcro	5 - 17			250	
TOTAL	TOTAL COST item 19					
20	Rubber Knee Boot (Outdoor cleanup	4 - 15			100	
TOTAL	TOTAL COST item 20					
Bidder	Bidder / Vendor Information					
Vendo	Vendor Name:					
Address:	:38					
Web A	Web Address:					
Conta	Contact Coordinator:					
Phone	Phone Number:					
FAX#:						
E-Mail	E-Mail Address:					

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	

Rev. 09/08

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 preced-
	ing 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.
require agains	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalt of such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency fucted from any unpaid balance on the contract or purchase order.
By sul author the re	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and Frizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has pai Quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is tru ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificat ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidde	er:Signed:
Date:	Title:
*Check	cany combination of preference consideration(s) indicated above, which you are entitled to receive.