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Welcome, Syble Atkins

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR) Dept: 0803 ID: ESR0602150000004173 Ver.: 1 Function: New Phase: Final

Modified by batch , 06/02/2015

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List View

General Information Contact Default Values Discount Document Information

Procurement 95527  
Folder:

SO Doc Code: ARFQ

Procurement Type: Agency  
Purchase Order

SO Dept: 0803

000000172921

Vendor ID: SO Doc ID: DOT1500000008

Published Date: 5/28/15

Legal Name: BABCOCK FENCE CO

Close Date: 6/2/15

Alias/DBA: MICHAEL S BABCOCK

Close Time: 13:30

Total Bid: \$48,500.00

Status: Closed

Response Date: 06/02/2015

Apply Default Values to Commodity Lines

View Procurement Folder

Commodity Group

Total Lines: 1 Line: 1 Group Description: Default Commodity Group

Commodity

Total Lines: 1 Line: 1 Commodity: 30152001 Total Price: \$48,500.00

Evaluation Criteria Group

Total Lines: 1 Line: 1 Criteria Group: Default

Evaluation Criteria List

Total Lines: 1 Line: 1 Criteria: 1

Modification Authorization

Total Lines: 0 Line: none Modified By: none Modified On: none

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STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Babcock Fence Company

Authorized Signature: [Handwritten Signature] Date: 6/2/2015

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 2 day of June, 2015.

My Commission expires January 19, 2017.

NOTARY PUBLIC [Handwritten Signature]

*Purchasing Affidavit (Revised 07/01/2012)*



Caroline J Hinton  
Notary Public State of Ohio  
My Commission Expires  
January 19, 2017