

From: Sheets, Mike - Purchasing <William.M.Sheets@wv.gov>
Sent: Saturday, March 21, 2020, 8:14 PM
To: Cmiel, Christopher P NFG (USA)
Subject: Re: West Virginia Purchasing Division Vendor Requirements to Purchase PAPR Equipment & Accessories

Chris,

Your emergency request for Corona virus related personal protection equipment is approved. Please follow emergency purchasing procedures as found in the Purchasing Handbook and follow up with documentation within 30 days.

Regards,
Mike Sheets, CPPO
WV Purchasing Division

From: Cmiel, Christopher P NFG (USA) <christopher.p.cmiel2.nfg@mail.mil>
Sent: Saturday, March 21, 2020, 7:48 PM
To: Sheets, Mike - Purchasing
Subject: Re: West Virginia Purchasing Division Vendor Requirements to Purchase PAPR Equipment & Accessories

Mike,

Request to purchase and sign the contract for the following. See attached.

V/r,

Chris

Subject: [Non-DoD Source] Re: West Virginia Purchasing Division Vendor Requirements to Purchase PAPR Equipment & Accessories

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Gentlemen and Ladies,

Required documents attached. Please call me with any questions. My finance team is standing by to transfer funding as soon as I receive an order from you.

Legal Business Name is: Goldbelt Security LLC
West Virginia Vendor Number is: VS0000021628

1. Purchasing Affidavit
2. Insurance Liability Certificate.
3. WV 96
4. Quote:

Giles Kyser
Vice President, Business Development
giles.kyser@goldbelt.com < Caution-mailto:giles.kyser@goldbelt.com >
Mobile: 571.247.3829



Goldobelt

Security



603 Pilot House Drive, Suite 400
 Newport News, VA 22303US
 Tel: 703-584-8889
 www.goldbeltsecurity.com

SALES QUOTE

QUOTE TO: Dean Wingerd
 Procurement Analyst
 WV Military Authority
 Construction & Facilities Management Office
 304-561-6344 Fax

DATE: March 21, 2020
QUOTE NUMBER: GBS_WVA National Guard
SOLICITATION NUMBER: GBS_WVA National Guard
POC: Dean Wingerd
PHONE : 304-561-6629
EMAIL: clauded.wingerd.nfg@mail.mil

GOLDBELT WOLF POC: Ann Ringenberg
EMAIL: ann.ringenberg@goldbelt.com

DELIVERY DATE	DELIVERY TERMS	PAYMENT TERMS	RFQ REFERENCE
For Immediate Pick Up	FOB DEST	NET 30 DAYS	GBS_WVA National Guard

ITEM#	DESCRIPTION	PART NUMBER	QTY	UNIT PRICE	LINE TOTAL
001	Kit CBRN Cap 1 PAPR, Hydration Right Side, Mask Med/LRG, 30 BT Both Batteries, Black CamelBak	CBRN1-HRM-30-B-BLK	345	\$ 1,776.64	\$ 612,940.80
002	Kit CBRN Cap 1 PAPR, Hydration Right Side, Mask Small, 30 BT Both Batteries, Black Camelbak	CBRN1-HRS-30-B-BLK	110	\$ 1,776.64	\$ 195,430.40
003	MALO, Moulded Overboot, Black Qty, 100-499 (PRS) - Sizing Below	230561A01	225	\$ 69.52	\$ 15,642.00
004	AMG W-Coolmax Liners Qty 100-499 (PRS) - Sizing Below	089631A01	225	\$ 33.68	\$ 7,578.00
005	FR-C2A1 Filter - Foil Sealed	S-70019-F01	30000	\$ 23.68	\$ 710,400.00
SUB TOTAL					\$ 1,541,991.20
TAX					\$ -
TOTAL					\$ 1,541,991.20

Ann Ringenberg

CERTIFIED BY:

To Support this Quick turn of products with what we have readily available there are a few items to be understood and accepted in order to complete this order.

1. The Camelbaks will be backordered, shipped and invoiced in excess of what we have available.
2. The C420 Blowers that are available to support this quick shipment are pre-assembled with the mounting Heat Stakes, but have no adverse effect for this application.
3. We have enough CBRN CAP 1 Filters to fulfill 45 PAPR Kits (That's 2 Filters per kit). The remaining kits will be fulfilled with our CE M96 Filter which provides the same chemical protection and is suitable for COVID-19 response. It must be understood and accepted in writing that you are being made aware that this CE M96 Filter is not part of the CBRN Cap 1 approval.
4. For the immediate fill for the filter sustainment requirement we are offering our FR-C2A1 Filter. We have enough material to complete 30,000 which will sustain for approx. 3 months.
5. Customer is responsible for arranging pick up of this product.

PLEASE REFER TO SIZING INFORMATION FOR ITEMS 003 and 004 ON PAGE 2 OF THIS DOCUMENT



603 Pilot House Drive, Suite 400
 Newport News, VA 22303US
 Tel: 703-584-8889
 www.goldbeltsecurity.com

ITEM#	DESCRIPTION	PART NUMBER	QTY	UNIT PRICE	LINE TOTAL
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MALO - Part Number/Size For Ordering Purposes

230561A01 - S

230561A01 - M

230561A01 - L

230561A01 - XL

230561A01 - XXL

AMG - Part Number/Size for Ordering Purposes

089631A01 - S

089631A01 - MN

089631A01 - M

089631A01 - LN

089631A01 - L

089631A01 - XLN

089631A01 - XL

Please contact Customer Service at 703-584-8889 with any questions or concerns.

THANK YOU FOR YOUR BUSINESS!

TAX ID NUMBER	DUNS NUMBER	CAGE CODE
61-1703840	78850993	705P8

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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.

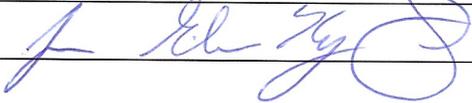
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Goldbelt Security LLC

Authorized Signature:  Date: March 20, 2020

State of Maryland

County of Anne Arundel, to-wit:

Taken, subscribed, and sworn to before me this 20th day of March, 2020.

My Commission expires March 19, 2022.

AFFIX SEAL HERE

JONATHAN NOLAN SMITH
Notary Public-Maryland
Prince George's County
My Commission Expires
March 19, 2022

NOTARY PUBLIC



**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s term and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from any assertion that such third-party software terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: Goldbelt Security LLC
 By: *James Giles Kyser IV*
 Printed Name: James Giles Kyser IV
 Title: Vice President, Business Development
 Date: March 20, 2020

This Addendum to Vendor’s Standard Forms, has been approved as to form on this 18th day of January 2019, by the West Virginia Attorney General’s office as indicated in the signature line below. Any modification of this document is void as an *ultra vires* act unless expressly approved in writing by the West Virginia Attorney General’s Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: *John S. Gray*
 DEPUTY ATTORNEY GENERAL



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Insurance Agency LLC		NAMED INSURED Goldbelt Security, LLC	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.