

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

# State of West Virginia Contract

Order Date: 10-15-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT

CONTACT.

Order Number:	CCT 0619 2000 FIC2200000001 2	Procurement Folder:	921112
Document Name:	ImageTrends Permits Module - Fire Marshal	Reason for Modification:	
Document Description:	ImageTrends Permits Module - Fire Marshal	Change Order No. 1 - to renterms, conditions and pricing	
Procurement Type:	Central Sole Source		
Buyer Name:	Tara Lyle		
Telephone:	(304) 558-2544		
Email:	tara.l.lyle@wv.gov		The second secon
Shipping Method:	Best Way	Effective Start Date:	2021-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-19

		VENDOR				DEPARTMENT CONTACT
IMAG	lor Customer Code: SETREND INC 5 Kensington Blvd	VS00000073	90		Requestor Name: Requestor Phone: Requestor Email:	Larry D McDonnell 304-414-3422 LARRY.MCDONNELL@WV.GOV
100011111111111111111111111111111111111	ville lor Contact Phone: ount Details:	9524691589	MN Extensi	55044-7486 on:	22	CATION
	Discount Allowed	Discount Per	centage	Discount Days	- FILE LO	CATION
#1	No	0.0000		0		
#2	Not Entered				_	
#3	Not Entered					
#4	Not Entered				_	

INVOICE TO			SHIP TO				
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION		ADMINISTRATIVE SERVICES MAN STATE FIRE COMMISSION	ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION				
OFFICE OF STATE FIRE MARSHAL		OFFICE OF STATE FIRE MARSHA	L				
1207 QUARRIER ST, 2ND FLOOR		1207 QUARRIER ST, 2ND FLOOR					
CHARLESTON	WV 25301-0140	CHARLESTON	WV 25301-0140				
US		US					

10-18-21

Purchasing Division's File Copy

**Total Order Amount:** \$20,300.00

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

**ELECTRONIC SIGNATURE ON FILE** 

**ENCUMBRANCE CERTIFICATION** 

DATE:

**ELECTRONIC SIGNATURE ON FILE** 

Date Printed: Oct 15, 2021

Order Number: CCT 0619 2000 FIC2200000001 2

Page: 1

FORM ID: WV-PRC-CCT-002 2020/05

#### **Extended Description:**

Change Order No. 1 - To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 10/20/2021 through 10/19/2022

Renewals Remaining: 2

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232202	1.00000	EA	10000.000000	\$10,000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description:

Permitting Module - Year 1

#### **Extended Description:**

Permits Module - Total Year 1 Cost - \$10,000.00

Line	<b>Commodity Code</b>	Quantity	Unit	Unit Price	Total Price
2	43232202	1.00000	EA	10300.000000	\$10,300.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description:

Permitting Module - Year 2

#### **Extended Description:**

Permits Module - Total Year 2 Cost - \$10,300.00

 Date Printed:
 Oct 15, 2021
 Order Number:
 CCT 0619 2000 FIC22000000001 2
 Page: 2
 FORM ID: WV-PRC-CCT-002 2020/05



#### JEFF S. SANDY, CFE, CAMS CABINET SECRETARY

# State of West Virginia Department of Homeland Security Division of Administrative Services

1201 Greenbrier Street Charleston, WV 25311 (304) 558-2350



September 28, 2021

ImageTrend Inc. 20855 Kensington Blvd. Lakeville, MN 55044

Thank You.

Subject: Contract: CCT 0601 FIC22\*1

Renewal 1, Change Order 1

The West Virginia Division of Administrative Services on behalf of the WV State Fire Marshal is offering to renew subject contract under the same terms, conditions and pricing as the original contract. This renewal will be for a twelve (12) month period. The renewal dates are October 20, 2021 through October 19, 2022. If your company agrees to this renewal, please sign (blue ink) below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the agreement and is required to be signed and dated.

Larry D. McDonnell	
Procurement Specialist, Senior	
Division of Administrative Services	
WV Department of Homeland Security	
Attachment	
We agree to renew the contract for the period as stated al	pove under the same terms and conditions in the
original purchase order.	
0.6	Oct 7, 2021
Joseph T. Graw Joseph Lew (Oct 7, 2021 14:06 CDT)	OCC 1, 2021
Name/Signature	Date
President & COO	
Title	



#### STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

#### OFFICE OF TECHNOLOGY

Mary Jane Pickens Acting Cabinet Secretary

State Capitol Charleston, West Virginia 25305

Joshua D. Spence Chief Information Officer

#### MEMORANDUM

TO:

Larry McDonnell, Procurement Specialist, Senior

Department of Homeland Security

FROM:

Joshua D. Spence, Chief Information Officer

Office of Technology

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT

CCT FIC22\*01: IS&C NUMBER: 2021-8163

DATE:

October 4, 2021

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

After conducting a review of your request to renew contract CCT FIC22\*01 - ImageTrends Permits Module on behalf of the WV State Fire Marshal's Office Estimated Cost: Year 2 Cost is \$10,300.00, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at <u>Consulting.Services@wv.gov</u>.



#### CERTIFICATE OF LIABILITY INSURANCE

9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER	CONTACT NAME: Jessica Rayman	
Marsh & McLennan Agency LLC 6160 Golden Hills Drive	PHONE (A/C, No, Ext):	FAX (A/C, No):
Minneapolis MN 55416	E-MAIL ADDRESS: Jessica.Rayman@marshmma.c	
	INSURER(S) AFFORDING COVE	ERAGE NAIC#
	INSURER A: Hartford Fire Insurance Compa	ny 19682
NSURED IMAGEINO	INSURER B : Hartford Casualty Insurance Co	ompany 29424
lmageTrend, Inc. 20855 Kensington Blvd	INSURER C: Travelers Cas & Surety Co of A	America 31194
Lakeville MN 55044	INSURER D: Indian Harbor Insurance Comp	any 36940
	INSURER E: Steadfast Insurance Company	26387
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 686974118 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
4	AUTOMOBILE LIABILITY	Υ	Υ	41UUNZT8493	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
								\$
3	X UMBRELLA LIAB X OCCUR	Y	Υ	41HUZT7339	6/15/2021	6/15/2022	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED X RETENTION\$ 10,000							\$
В	WORKERS COMPENSATION		Υ	41WEAB6LMI	6/15/2021	6/15/2022	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	11.7					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D E C	Tech E&O and Cyber Liability Third Party Crime	Y	Y	MTP904334800 EOC414934700 107170808	6/15/2021 6/15/2021 6/15/2021	6/15/2022 6/15/2022 6/15/2022	Per Claim/Aggregate Per Claim/Aggregate Per Claim/Aggregate	3,000,000 3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Continued Coverages:

XS Tech E&O/Cyber Liability; Policy #661012301; HSB Specialty Insurance Company, NAIC #11452; Per Claim/Aggregate \$3,000,000 XS Tech E&O/Cyber Liability; Policy #LHZ789811; Landmark American Insurance Company, NAIC #0012; Per Claim/Aggregate \$1,000,000

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B, C, D & E is subject to the statutes and regulations of surplus lines carriers.

WV Office of State Fire Marshal is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER	CANCELLATION

WV Office of State Fire Marshal 1201 Greenbrier Street Charleston WV 25311 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Jan 1. Ellingson

© 1988-2015 ACORD CORPORATION. All rights reserved.

#### 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 exceed 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: ImageTrend, Inc. Authorized Signature: Date: 8/17/2021 State of Minnesota County of Dakota , to-wit: Taken, subscribed, and sworn to before me this 12 day of August , 20 21. My Commission expires DYLAN J MURPHY NOTARY PUBLIC Purchasing Affidavit (Revised 01/19/2018)

Notary Public Minnesota My Commission Expires January 31, 2023 You are viewing this page over a secure connection. Click here for more information.

# West Virginia Secretary of State — Online Data Services

### **Business and Licensing**

Online Data Services Help

# **Business Organization Detail**

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

## IMAGETREND, INC.

Organization I	nformation	า						
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	10/1/2020		10/1/2020	Foreign	Profit			

Business Purpose	5112 - Information - Publishing Industries - Software Publishers	Capital Stock	
Charter County		Control Number	
Charter State	MN	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	No

Addresses	
-----------	--

Туре	Address
Local Office Address	20855 KENSINGTON BLVD LAKEVILLE, MN, 55044
Mailing Address	20855 KENSINGTON BLVD LAKEVILLE, MN, 55044 USA
Principal Office 20855 KENSINGTON BLVD LAKEVILLE, MN, 55044 USA	
Туре	Address

Officers			
Туре		Name/Address	
Presi	ident	JOSEPH T. GRAW 20855 KENSINGTON BLVD LAKEVILLE, MN, 55044	
Secr	etary	MICHAEL MCBRADY 20855 KENSINGTON BLVD LAKEVILLE, MN, 55044	
Туре		Name/Address	

Annual Reports		
Filed For		
2021		
Date filed		

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, October 14, 2021 — 9:43 AM

© 2021 State of West Virginia