



LAUTTAMUS

COMMUNICATIONS

Bid 1

Proposal For

**West Virginia
Dept. of Administration
Purchasing Division**

**Buyer: TL/32
RFQ No. DPS1224
Bid Opening Date: 3/6/2012
Bid Opening Time: 1:30 P.M.**

Prepared For:

Tara Lyle and WVSP

- Call Center
- Order Entry
- Order Fulfillment
- Paging
- Security
- Alarm Monitoring
- Two-Way Radio
- Telephone Hotlines
- Telemetry
- Comm. Towers
- CCTV
- Access Control
- Wireless Comm.
- Consulting
- Elevator Service
- Medical Alerting

RECEIVED
DIVISION
MAR -6 A 11:18

Submitted By:

Name of Contact Persons: Paul Luttamus

Organization: A.V. Luttamus Communications, Inc.

Address: 1344 Cove Hill Road
Weirton, WV 26062

Website: www.luttamus.com

Phone Numbers: 304-723-5555
800-285-2197
304-224-3440

Fax Number: 304-723-7417

E-mail Addresses: paul@luttamus.com

Awards and Honors: Governor Manchin Service Award
Sam Walton Businessman of Year
Ernst and Young Entrepreneur of Year
Rotarian of Year
Who's Who, WV State Journal
WV State Journal, 40 Under 40
WV 211 Call Center Provider
Paul Harris Fellow

References: Mittal Steel
Allegheny Energy
State of West Virginia
United State Government
Bechtel Bettis
West Virginia University Hospital
United Hospital
National Security Agency
West Virginia State Police



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

Request for Quotation

RFQ NUMBER
 DPS1224

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE

AV- Lactamus Comm. Inc.
1344 Cove Hill Rd.
Weirton, WV 26062

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED 01/21/2012	TERMS OF SALE <i>Net 20</i>	SHIP VIA <i>UPS</i>	F.O.B. <i>Destination</i>	FREIGHT TERMS <i>PP&ADD</i>
BID OPENING DATE: 03/06/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UdP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		220-61		
<p><i>SIGNAL AND NOISE VOTER COMPARATORS</i></p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE SIGNAL AND NOISE VOTER COMPARATORS, RELATED ACCESSORIES/OPTIONS, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/15/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p>						
<i>please see Attached</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Williams* TELEPHONE: *304-723-5335* DATE: *3-4-2012*

TITLE: *Vice Pres* FRIN: *311416652*

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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 Charleston, WV 25305-0130

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 1344 Cove Hill Rd.
 Weirton, WV 26062

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BID OPENING DATE: 03/06/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Bottom* TELEPHONE: 304. 723 5335 DATE: 3-4-2012

TITLE: Vice President FEIN: 311416652 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Sullivan* TELEPHONE: 304 723 5353 DATE: 3-4-2012

TITLE: VP FEIN: 311416052 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES; UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul J. Jantzen* TELEPHONE: 304-723-5335 DATE: 3-4-2012

TITLE: UP FEIN: 311416652 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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VENDOR

*A.V. Luff-Dimus Comm.
 1344 Cove Hill Rd.
 Weirton, WV 26062*

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- TL/32 -----</p> <p>RFQ. NO.: ----- DPS1224 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Southern* TELEPHONE: *304.703.5335* DATE: *3-04-2012*

FILE: *VP* FEIN: *311416652* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DPS1224 Signal to Noise Voter Comparator

The West Virginia State Police desire to establish an open-end contract for the purchase of Signal and Noise Voter Comparators, related accessories, and options. The contract shall be available for use by all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

	Comply?	
	<u>Yes</u>	<u>No</u>
1. <u>Signal to Noise Voter Comparator</u>		
1.1 Voting shall be accomplished by a signal to noise comparison of received signal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2 Voter shall have a capacity of 6 functional channels, expandable to at least 12 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3 Voting shall take place continuously.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.4 Voting criteria will be as little as 2db difference between channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.5 Audio input level shall be between 100 mv and 10 V p-p.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6 Each channel shall display visual indication of:		
1.6.1 Channel Active	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.2 Channel Voted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.7 Each channel should display visual indication of:		
1.7.1 Channel Failed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8 Each channel shall be capable of being disabled independently of others.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8.1 Manual selection shall be by way of a toggle switch on the front panel of unit	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		Comply?	
		Yes	No
1.8.2	Manual (disabled) selection shall be reflected by a visual indication.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9	Each channel shall be independently selectable forcing voting to occur on that channel until manually deselected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.1	Manual selection shall be by way of a toggle switch on the front panel of unit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.2	Manual (forced) selection shall be reflected by a visual indication.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.10	Audio output shall be up to 1v p-p and adjustable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.10.1	Distortion shall be less than 0.5% at rated output	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.11	Each channel shall be individually adjustable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.12	Mounting		
1.12.1	All components will be contained in a 19" rack.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.12.2	Boards will plug into a back plane	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.12.3	Space will be allocated in the rack for a power supply module as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.13	Power Supply		
1.13.1	Power supply will operate from 110v line input	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.13.2	Modules will operate from +11 to +15 Volts DC provided by power supply in 1.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>2.0 Receiver Interface</u>			
2.1	Remotely mounted receivers shall utilize an interface module to provide COR indication over phone or radio interface. This may utilize pilot tones of either 1950 Hz or 2175 Hz.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2	Audio output from this device shall be from -30 to +10dbm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>

	<u>Comply?</u>	
	<u>Yes</u>	<u>No</u>
<u>3.0 General Specifications and Warranty</u>		
3.1 Upon request and/or prior to bid award vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding.	<u>✓</u>	<u> </u>
3.2 All equipment shall be warranted for a period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	<u>✓</u>	<u> </u>
3.3 Special / Promotional pricing offered by vendors for limited periods of time and any item pricing provided for items not requested in this RFQ shall not be considered for bid award and/or price comparison.	<u>✓</u>	<u> </u>

4.0 Options

4.1 Device to enable receiver to communicate with voter equipment providing interface mentioned in Section 2.1	<u>✓</u>	<u> </u>
4.2 Additional voter channel modules	<u>✓</u>	<u> </u>
4.3 Blank panels to replace removed voter modules	<u>✓</u>	<u> </u>

5.0 Award

5.1 The contract will be awarded to one vendor with the most complete bid meeting all of the specifications with the lowest grand total. The delivery costs should be included in the bid.

DPS1224

Cost Sheet

Item	Description	Make/model	Estimated Quantity	Unit Price	Extended Price
1.0	Signal to Noise Voter Comparator	SNV-12	6	3989.40	23,936.40
2.0	Receiver Interface (Pilot Tone Generator)	5970-900000	18	433.28	7,799.04
3.0	Blank Panels for Voter card removal		18	N/C	N/C
4.0	Site Voter module	SNM-2	Grand Total: 36	719.40	25,898.40
					\$57,633.84

NOTE: All quantities specified in the Price Quotation form are for bid purposes only. Actual quantities to be purchased will vary with each order.

Vendor Name: A.V. Lauttamus Comm. INC.

Contact Name: Paul Lauttamus

Address: 1344 Cove Hill Rd.
Weirton, WV 26062

Phone No.: 304. 723. 5535

Fax No.: 304. 723. 7417

Authorized Signature: Paul Lauttamus

RFQ No. DPS 1224

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 exceeds 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: A.V. Loutianos Comm. FWC.

Authorized Signature: Paul Joubert Date: 3-4-2012

State of West Virginia

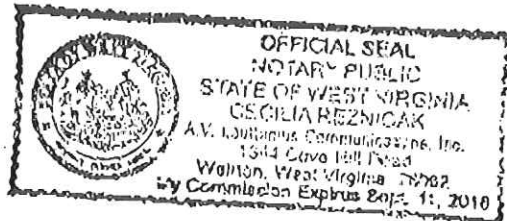
County of HANCOCK, to-wit:

Taken, subscribed, and sworn to before me this 4th day of March, 2012

My Commission expires September 11, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Lucia Reznick



**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.html 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 disqualification: 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).