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WV PURCHASING  
DIVISION



**Gassin, Huffenberger and Associates, LLC**

**Quotation**

**to the**

**West Virginia Lottery**

**for**

**Gaming Consultant Services**

**November 7, 2012**



November 6, 2012

Ms. Connie Oswald  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

Dear Ms. Oswald:

Please find attached the Quote from **Gassin, Huffenberger and Associates, LLC (G&H)** in response to the Lottery's RFQ for Gaming Consultant Services for the acquisition of a traditional and video lottery central computer systems: RFQ No. LOT498.

This offer is good for 90 days from the Quote due date, or until a contract is made and approved, or the RFQ is terminated, whichever occurs first.

Our Quote responds to all technical and business requirements, and all qualifications of the RFQ. We are in agreement with the terms and conditions of the RFQ, and if awarded, look forward to serving the State of West Virginia.

While G&H represents a new company, the principals are very familiar throughout the public gaming industry. G&H – Gary Gassin and Mike Huffenberger – were leaders of the lottery practice at Battelle, serving needs in gaming systems consulting since 1984. Mr. Gassin and Mr. Huffenberger (*deceased September 14, 2012*) are now independently providing their expertise to the public gaming industry.

As a new entity we are continuing the steadfast policy that **we work only for public gaming jurisdictions and not for the vendors and suppliers**. We do not make any products to sell to the jurisdictions and do not compete with gaming system vendors and suppliers.

Thank you for this opportunity to serve the West Virginia Lottery. If there are any questions about our Quote, here is my contact information:

**Gary Gassin**

Managing Member and Principal

5044 Galway Drive

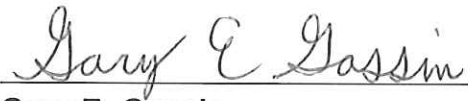
Dublin, Ohio 43017-8464

Telephone: (614) 323-0722

FAX: (614) 457-2729

Email: [Gassin@Columbus.rr.com](mailto:Gassin@Columbus.rr.com)

Sincerely,

A handwritten signature in cursive script that reads "Gary E. Gassin". The signature is written in black ink and is positioned above a horizontal line.

**Gary E. Gassin**

Managing Member and Principal

REQUEST FOR QUOTATION  
[LOT498] [GAMING CONSULTING SERVICES]

EXHIBIT A- PRICING PAGES

COST BID


COMPANY NAME	Gassin, Huffenberger and Associates, LLC
CONTACT PERSON	Gary E. Gassin
COMPANY STREET ADDRESS	5044 Galway Drive
CITY, STATE, ZIP CODE	Dublin, OH 43017-8464
CONTACT PERSON PHONE NUMBER	614-323-0722
EMAIL ADDRESS	Gassin@Columbus.RR.com
CELL PHONE NUMBER	614-323-0722

**SCHEDULE OF TOTAL PROFESSIONAL FEES TO INCLUDE ALL EXPENSES INCLUDING TRAVEL, MEALS, AND LODGING FOR CONSULTING SERVICES:**

DESCRIPTION	HOURLY RATE
The amount of the bid submitted by each potential vendor shall be a fixed hourly rate for services rendered including all travel, meals, and lodging expenses. This rate shall be the same regardless of which partner or employee performs the services and shall be sufficient to cover any and all incidental expenses including, but not limited to copy or computer research costs.	\$ 310.00
Estimated Volume/Total Hours of service	400
<b>TOTAL BID [HOURLY RATE X 400]</b>	<b>\$124,000</b>

**BASIS FOR AWARD:** This Contract shall be awarded to the Vendor that provides Desired Items and meets all required specifications for the lowest hourly rate/total cost.

I hereby attest that (company name) Gassin, Huffenberger and Associates, LLC possesses the expertise to perform the required consulting services outlined in Request For Quotation LOT498. I additionally attest that Gassin, Huffenberger and Associates, LLC (company name) has no existing conflict of interest pursuant to section 3.6 of this RFQ, and has submitted the required documentation pursuant to sections 3.1.1.1, 3.1.1.4, 3.1.1.5, and 3.1.1.7 of this RFQ.


Gary E. Gassin
November 5, 2012  
 Signature Print Name Date

### **3.1.1.1 Curriculum Vitae or Resume**

G&H principals are very familiar with the aspects of the lottery business that West Virginia is looking for in this consultant RFQ, based on both long-standing and current experience.

Our principals have worked lottery industry procurements as objective, third-party technology consultants since the middle 1980s. We have participated in dozens of procurements for over thirty different U.S. lotteries.

Our experience engages the entire life cycle of the procurement from requirements analysis and definition, through drafting of the RFP, vendor clarification questions, proposal reviews, project rollout, acceptance testing, and post-production problem solving. For several of our clients we have worked on the second, third, and even fourth generation procurements.

**Gary E. Gassin**

**G&H Managing Member**

Gary Gassin earned his B.S. of Business Administration specializing in Information Systems at The Ohio State University. Mr. Gassin brings more than 34 years of experience in the field of data processing applications and systems analysis, and 26 years of lottery experience. His professional career includes experience in managing software development and designing information systems. Mr. Gassin has made major contributions to projects that cover the entire lottery life cycle from start-up to implementation and replacement systems.

- Supported California, Delaware, Florida, Georgia, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, New Jersey, New York, Pennsylvania, Texas, West Virginia, and Puerto Rico Lotteries in the development of Request for Proposals, scoring methodologies, and the evaluation of the resultant proposals.
- Managed the development, design, planning, and execution of acceptance testing procedures of on-line lottery gaming systems for the Arizona, California, Connecticut, D.C., Delaware, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Texas, West Virginia, Israel, Jamaica, Trinidad/Tobago, and Vermont lotteries.
- Provided reviews of the method and process used by the California, Florida, Illinois, and Texas Lotteries for instant ticket validation equipment procurements, on-line procurements and acceptance testing scripts.
- Site manager for conducting the acceptance test of the California State Lottery's Management Control System. Included in this project were the review of manual procedures and the testing of accounts receivables, settlements, claims, validations, retailer reimbursement, and draw procedures.
- Participated in annual security evaluations of facilities/procedures for the Kansas, Indiana and Western Canada lotteries.

Mr. Gassin has experience in reviewing, analyzing and evaluating systems from Automated Wagering, Autotote, General Instruments, GTECH, ILTS, Intralot, Scientific Games and Syntech International. His work has included projects for over 35 lotteries.

### 3.1.1.4 Domestic Lottery Customers

Our most recent clients have been Colorado, Georgia, Maine, Michigan, New Hampshire, New York, New Jersey, Ohio, South Carolina, Texas, and Vermont. Here are several specific recent references, but please feel free to contact any lottery that we have worked for.

#### Colorado Lottery

Ms. Carol Sanchez

Director, Operations & Development

212 W. 3rd St., Suite 210

Pueblo, Colorado 81003

(719) 546-5254

email address: Carol.Sanchez@lottery.state.co.us

Project: 2012-ongoing Jackpot/online gaming system procurement RFP and proposal evaluation

#### Georgia Lottery Corporation

Mr. Kurt Freedlund

Senior VP & General Counsel

250 Williams St., Suite 3000

Atlanta, Georgia 30303

(404) 215-5050

email address: KFreedlund@GALottery.org

Project: 2012-ongoing Player Card, iLottery acceptance testing

#### Maine Lottery

Mr. Tim Poulin

Interim Executive Director

10 Water Street

Hallowell, Maine 04347

(207) 287-8289

email address: Tim.Poulin@Maine.gov

Project: 2009-ongoing Gaming system RFP and proposal evaluation

#### Michigan Lottery

Ms. Connie Roblee

Deputy Commissioner for Planning and Operations

101 East Hillsdale Street

Lansing, Michigan 48909

(517) 335-5727

email address: RobleeC@Michigan.gov

Project: 2011-ongoing Gaming system upgrade acceptance testing review

Ohio Lottery

Mr. Michael Petro, Deputy Director, IT

615 W. Superior Avenue

Cleveland, Ohio 44113

(216) 774-5511

email address: Michael.Petro@olc.state.oh.us

Project: 2010-2012 Video central management system consulting

Texas Lottery

Mr. Michael Fernandez, Administration Director

611 E. Sixth Street

Austin, Texas 78701

(512) 344-5310

email address: Mike.Fernandez@Lottery.State.TX.us

Project: 2010-2012 Gaming system proposal evaluation, benchmarking



### **3.1.1.5 Subject Matter Expert Witness**

The greatest challenge to consulting on Gaming System procurements is a protest of the procurement outcome. Often such protests say more about the business necessities of the gaming system vendors than about the RFP and the procurement process, but it is important to recognize the common bases for protest and to attempt to inoculate the procurement against them.

We have supported several lotteries in protest proceedings, for example providing depositions and testimony in recent procurements (Ohio protest brought by GTECH, Maine protest brought by Scientific Games, and West Virginia protest brought by Scientific Games).

Obviously we want to help lotteries avoid protests. But protests cannot always be prevented, and in fairness, the vendors have a right to promote and defend their business opportunity. The best protest prevention is to follow closely the counsel of procurement specialists for the Lottery and the State, and ensure proper RFP language and good practices by the procurement team.

### 3.1.1.7 Domestic Lottery References

Colorado Lottery

Ms. Carol Sanchez

Director, Operations & Development

212 W. 3rd St., Suite 210

Pueblo, Colorado 81003

(719) 546-5254

email address: Carol.Sanchez@lottery.state.co.us

Project: 2012 jackpot/online gaming system procurement RFP and proposal evaluation

Georgia Lottery Corporation

Mr. Kurt Freedlund

Senior VP & General Counsel

250 Williams St., Suite 3000

Atlanta, Georgia 30303

(404) 215-5050

email address: KFreedlund@GALottery.org

Project: 2012 Player Card, iLottery acceptance testing

Maine Lottery

Mr. Tim Poulin

Interim Executive Director

10 Water Street

Hallowell, Maine 04347

(207) 287-8289

email address: Tim.Poulin@Maine.gov

Project: 2009-2012 gaming system RFP and proposal evaluation

Michigan Lottery

Ms. Connie Roblee

Deputy Commissioner for Planning and Operations

101 East Hillsdale Street

Lansing, Michigan 48909

(517) 335-5727

email address: RobleeC@Michigan.gov

Project: 2011 gaming system upgrade acceptance testing review

Ohio Lottery

Mr. Michael Petro, Deputy Director, IT

615 W. Superior Avenue

Cleveland, Ohio 44113

(216) 774-5511

email address: Michael.Petro@olc.state.oh.us

Project: 2010 video central management system consulting

Texas Lottery

Mr. Michael Fernandez, Administration Director

611 E. Sixth Street

Austin, Texas 78701

(512) 344-5310

email address: Mike.Fernandez@Lottery.State.TX.us

Project: 2010 gaming system proposal evaluation, benchmarking

As Battelle:

New York State Lottery

Mr. Gardner Gurney

Deputy Director, Operations

One Broadway Center, Box 7500

Schenectady, New York 12301-7500

(518) 388-3352

email address: Gardner.Gurney@Lottery.NY.gov

Project: 2010 gaming system and ICS acceptance testing

New Jersey Lottery

Ms. Carole Hedinger

Executive Director

1 Lawrence Park Complex

Brunswick Avenue Circle

Lawrenceville, New Jersey 08648

(609) 599-5900

email address: Carole.Hedinger@Lottery.State.NJ.us

Project: 2010 gaming system and ICS acceptance testing

Iowa Lottery  
Mr. Larry Loss  
Vice President, Sales  
2323 Grand Ave.  
Des Moines, Iowa 50312  
(515) 725-7907  
email address: LLoss@IALottery.com  
Project: 2009 gaming system procurement

South Carolina Educational Lottery  
Mr. Tony Cooper  
Deputy Director  
1333 Main Street, Fourth Floor  
Columbia, South Carolina 29201  
(803) 737-2082  
email address: Tony.Cooper@sclot.com  
Project: 2010 gaming system upgrade acceptance testing and review of in-house test practices

Rev. 07/12

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 preceding 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Gassin, Huffenberger and Associates, LLCSigned: Gary E. GassinDate: November 5, 2012Title: Managing Member and Principal

WV-96  
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: \_\_\_\_\_

Company Name: Gassin, Huffenberger and Associates, LLC

Signed: \_\_\_\_\_

Signed: Gary E. Gassin

Title: \_\_\_\_\_

Title: Managing Member and Principal

Date: \_\_\_\_\_

Date: November 5, 2012

WV-96A  
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: Gassin, Huffenberger and Associates, LLC

Signed: Gary E. Gassin

Title: Managing Member and Principal

Date: November 5, 2012

RFQ No. LOT498

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 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 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: Gassin, Huffenberger and Associates, LLC

Authorized Signature: Gary E Gassin Date: November 5, 2012

State of OHIO

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 6 day of November, 2012

My Commission expires Nov. 05, 2013



Nina Borghese  
Notary Public, State of Ohio  
My Commission Expires November 05, 2013

NOTARY PUBLIC Nina Borghese



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Gassin, Hufferberger and Associates, LLC  
(Company)

Gary E. Gassin  
(Authorized Signature)

Gary E. Gassin, Managing Member and Principal  
(Representative Name, Title)

614-323-0722                      614-457-2729  
(Phone Number)                      (Fax Number)

November 5, 2012  
(Date)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: LOT498

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Gassin, Hufferberger and Associates, LLC

Company

Gary E. Gassin

Authorized Signature

November 5, 2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.