



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

State of West Virginia
 Request for Quotation
 28 – Office Equip.

Proc Folder: 239524

Doc Description: ADDENDUM_1 Digital Mailing & Information System Lease

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-01	2016-09-13 13:30:00	CRFQ 0511 HHR1700000003	2

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:
 CENTRAL BUSINESS SYSTEMS, INC.
 2670 WILHITE DRIVE
 LEXINGTON, KY 40503
 859-276-1690

09/12/16 10:29:57
 (4) Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X *Frank Shoaf* FEIN # 61-1007371 DATE 9/9/2016

All offers subject to all terms and conditions contained in this solicitation

ADDENDUM_1: Is issued to publish the following:

1. Modify specifications 3.1.1.1.2, 3.1.1.1.5.15, 3.1.1.1.5.18, 3.1.1.9, and 3.1.3.1.10 as listed in the responses to Vendor questions.
2. Publish the vendor questions with responses.
3. Mandatory Pre-Bid meeting sign-in sheet.

NO OTHER CHANGES

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR) to establish a contract for the leasing of two (2) Digital Mailing Systems and one (1) Information Management System at 350 Capital Street, Room B36, Charleston WV 25301 per attached documents.

NOTE: This request is covered in part by federal funds. All bidders will be required to acknowledge and adhere to the Attachment_1 Provisions Required for Federally Funded Procurements.

MANDATORY PRE-BID MEETING:

TIME: 10:00 am EST
 DATE: August 23, 2016
 LOCATION: The Diamond Building
 Main Lobby
 350 Capital Street
 Charleston WV 25301.

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES SHIPPING AND RECEIVING 350 CAPITOL ST, RM B-36 CHARLESTON WV 25301-3700	
No City	WV99999	CHARLESTON	WV 25301-3700
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mail machines	60.00000	MO	\$2046.60	\$122,796.00

Comm Code	Manufacturer	Specification	Model #
44102100	HASLER	MEETS OR EXCEEDS SPECS, BROCHURES ATTACHED	IM5000SYSC

Extended Description :

One (1) Digital Mailing System. Total Cost for Specifications listed in Section 3.1.1 - 3.1.2; 3.1.4 - 3.1.6 for a 60 month lease.

Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES SHIPPING AND RECEIVING 350 CAPITOL ST, RM B-36 CHARLESTON WV 25301-3700	
No City	WV99999	CHARLESTON	WV 25301-3700
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mail machines	60.00000	MO	INCLUDED	INCLUDED

Comm Code	Manufacturer	Specification	Model #
44102100	HASLER	MEETS OR EXCEEDS SPECS, BROCHURES ATTACHED	IM5000SYSC

Extended Description :

One (1) Digital Mailing System. Total Cost for Specifications listed in Section 3.1.1 - 3.1.2; 3.1.4 - 3.1.6 for a 60 month lease.

Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES SHIPPING AND RECEIVING 350 CAPITOL ST, RM B-36		
No City	WV99999	CHARLESTON	WV 25301-3700
US	US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Electronic mail software	60.00000	MO	INCLUDED	INCLUDED

Comm Code	Manufacturer	Specification	Model #
43233501	HASLER	MEETS OR EXCEEDS SPECS, BROCHURES ATTACHED	EMS MC EMS PM

Extended Description :

One (1) Information Management System or Equivalent. Section 3.1.3 of the specifications for a 60 month lease.

Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00 am EST	2016-08-23
2	Technical Questions due by 4:00 pm EST	2016-08-30

HHR1700000003	Document Phase Final	Document Description ADDENDUM_1 Digital Mailing & Information System Lease	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ATTACHMENT_A
ADDENDUM_1

CRFCQ 0511 HHR1743 Proc Folder 239524
SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 1 of 1
Date: 8-23-16

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CENTRAL BUSINESS SYSTEMS</u> Rep: <u>RON WATTS</u> Email Address: <u>rwatts@cbsedge.com</u>	<u>2670 WILHITE DR.</u> <u>LEXINGTON, KY 40503</u>	PHONE <u>859-276-1690</u> TOLL FREE FAX <u>859-276-1699</u>
Company: <u>P. Tracy Bowen, Inc</u> Rep: <u>Susan Lupinsky</u> Email Address: <u>susan.lupinsky@pb.com</u>	<u>Yemassee, VA</u>	PHONE <u>304-851-9818</u> TOLL FREE FAX <u>304-617-6852</u>
Company: _____ Rep: _____ Email Address: _____	_____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____	PHONE TOLL FREE FAX

SOLICITATION NUMBER: CRFQ HHR1700000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0511 HHR1700000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Vendor Questions and Responses attached.
2. Pre-bid sign in sheet is attached.
3. Modifications to Specifications: 3.1.1.1.2, 3.1.1.1.5.15, 3.1.1.1.5.18, 3.1.1.9, and 3.1.3.1.10 included in the Agency responses to Vendor Questions.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum #1 to CRFQ – HHR1700000003

Question #1

3.1.1.1.2 Speed/Productivity

The requirement states that the mailing system must include a minimum of 200-500 letters per minute in weighing mode. Only Pitney Bowes has speeds of 200 and faster. Other manufacturers have speeds of 160 letters per minute and 180 postcards per minute. However, in this environment, with a lot of starting and stopping, the actual speed of processing the mail has as much or more to do with how quick the attached software changes accounts and if you have the ability to “work ahead”, preloading the account information for the next batch of mail before the current batch is finished processing. So, even though a machine may run at a faster speed, the system’s actual processing of daily mail may even be slower than a system that has a slower machine speed but faster software processing. We request the weighing mode requirement be reduced from 200 letters per minute to 160 letters per minute. This will encourage competitive bids and could ultimately save money for the State of West Virginia.

Answer #1

Change Paragraph 3.1.1.1.2 to read: IM5000C

- * **3.1.1.1.2 Speed/Productivity requirements must include a minimum of 150 to 500 letters per minute in weighing mode and a minimum of 200 to 500 pieces per minute in non-weighing mode.**

Question #2

3.1.1.1.4.1 Vendor shall provide continuous internet connection. Please clarify what is meant by this.

Answer #2

- * **The mailing system must have the capability to provide continuous connectivity to the internet via DHHR network.**

Question #3

3.1.1.1.5.15 Vendor shall provide gummed and peel and stick roll tapes for various package processing. Gummed meter tapes are a Pitney Bowes exclusive feature. These gummed tapes rarely work on slick envelopes or packaging material. When the moisture dries, the gummed tape starts to curl and many times falls off the mail/package. Then, the gummed tape has to end up being taped onto the mailpiece – a very timely process. We request this requirement be changed.

Answer #3

Change Paragraph 3.1.1.1.5.15 to read:

- * **3.1.1.1.5.15 Vendor shall provide gummed or peel and stick roll tapes for various package processing.**

ATTACHMENT_A

Question #4

3.1.1.1.5.18 Vendor shall provide Postage Pass. Please clarify what is meant by this.

Answer #4

The mandatory requirement of Section 3.1.1.1.5.18 is removed from the specifications.

Question #5

3.1.1.9 Vendor shall provide reverse feed separation which must include feeding guide for large envelopes. This is a Pitney Bowes exclusive feature. As long a feeder for a mailing system feeds correctly, doesn't feed doubles or misfeed, the method that it accomplishes these tasks should not be a requirement. We request this language be modified.

Answer #5

Change Paragraph 3.1.1.9 to read:

3.1.1.9 Vendor shall provide a reverse feed separation, or equivalent which does not double feed or miss-feed, and must include a feeding guide for large envelopes.

Question #6

3.1.3.1.6 Vendor shall provide equipment that must have the ability to utilize negotiated rates in shipping system. Does this mean that HHR will be using the shipping system to ship USPS and other carriers, such as UPS or FedEx? If so, please clarify and state which carriers will be utilized.

Answer #6

DHHR will be utilizing United States Postal System (USPS), Federal Express (FedEx) and Unites Parcel Service (UPS).

Question #7

3.1.3.1.10 Vendor shall provide equipment that must be able to process Permit Mail. Does this mean that Permit Mail will be sent and then the charges for this permit mailing be charged to a particular account in the shipping system? Please clarify.

Answer #7

The mandatory requirement of Section 3.1.3.1.10 is removed from the specification.

ATTACHMENT_A

Question #8

3.1.3.1.12 Vendor shall provide equipment that must allow for unlimited programmable jobs. Many times the steps it takes to get to a programmed job are greater than starting a job from scratch. It all has to do with how a shipping system operates and the time it takes to get from one menu to the next. Many shipping systems do not need programmed jobs to operate efficiently. Please eliminate this requirement.

Answer #8

DHHR is now utilizing 25+ programmed jobs and have found it essential to our business unit's efficiency; therefore, this requirement will not be removed.

Question #9

3.1.3.2.4 Vendor shall provide equipment that allows user to access postage meter departmental accounting data on the World Wide Web. Please expound on this. What are you asking the system to be able to do?

Answer #9

The system must allow users to remotely access accounting/usage data via a web-based portal.

Question #10

8. Facilities Access This is not mentioned in any requirement. Will you allow remote access by vendor? If so, this will allow faster response time and can be used for training, support and troubleshooting.

Answer #10

Remote access may be a possibility. The West Virginia Office of Technology (WVOT) does review requests for access to the network. Access is granted on a one time basis, so each time a vendor would need access they would go through the approval process with WVOT.

Question #11

3.1.1.9 Vendor shall provide reverse feed separation which must include feeding guide for large envelopes. Would DHHR want to stay with the specification for a reverse feed mechanism that would ensure separation of mail pieces and decrease the likelihood of double feeding as outlined in this specification?

Answer #11

Change Paragraph 3.1.1.9 to read:

3.1.1.9 Vendor shall provide a reverse feed separation, or equivalent which does not double feed or miss-feed, and must include a feeding guide for large envelopes.

ATTACHMENT_A

Question #12

3.1.3.1.12 Vendor shall provide equipment that must allow for unlimited programmable jobs. How many presets do you use currently?

Answer #12

DHHR is now utilizing 25+ programmed jobs.

Question #13

3.1.1.1.10 Vendor shall provide equipment that must be able to process Permit Mail. Will DHHR continue to require payment of their permit accounts through their master postage account?

Answer #13

The mandatory requirement of Section 3.1.3.1.10 is removed from the specification.

Question #14

Will DHHR continue to have a requirement for an interest bearing postage account?

Answer #14

This is not a mandatory requirement included in the bid specifications.

Question #15

3.1.3.1.6 Vendor shall provide equipment that must have the ability to utilize negotiated rates in shipping system. Would DHHR prefer to have an option for UPS and Fed Ex shipping with the system as part of the bid response? If so, would both machines need to have this capability?

Answer #15

DHHR will be utilizing United States Postal System (USPS), Federal Express (FedEx) and Unites Parcel Service (UPS). The machine equipped with the 30 pound or greater balance will need this capability.

Question #16

3.1.1.2 Vendor shall provide one (1) scale capable of weighing 30 to 100 pounds with differential weighing. Please clarify if you need a scale that weighs up to 30 pounds or a scale that weighs up to 100 pounds.

Answer #16

A scale weighing up to a minimum of 30 pounds is required.

ATTACHMENT_A

Question #17

3.1.1.3 Vendor shall provide one (1) scale capable of weighing 10 to 100 pounds with differential weighing. Please clarify if you need a scale that weighs up to 10 pounds or a scale that weighs up to 100 pounds.

Answer #17

A scale weighing up to a minimum of 10 pounds is required.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Date: August 23, 2016

Time: 10:00 am EST

Location: The Diamond Building

Main Lobby

350 Capital Street

Charleston, WV 25301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 30, 2016 due by 4:00 pm EST

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: CRFQ 0511 HHR1700000003 Digital Mailing Systems
BUYER: Mark Atkins/ File#51
SOLICITATION NO.: CRFQ 0511 HHR1700000003
BID OPENING DATE: September 13, 2016
BID OPENING TIME: 1:30 pm EST
FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 13, 2016 @ 1:30 pm EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
upon award _____ and extends for a period of five (5) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to zero (0) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed zero (0) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

RON WATTS, MAJOR ACCOUNTS MANAGER
(Name, Title)
RON WATTS MAJOR ACCOUNTS MANAGER
(Printed Name and Title)
2670 WILHITE DRIVE, LEXINGTON KY 40503
(Address)
859-276-1690 / 859-276-1699
(Phone Number) / (Fax Number)
rwatts@cbsedge.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Central Business Systems, Inc.
(Company)

Frank Shoaf, Frank Shoaf, President
(Authorized Signature) (Representative Name, Title)

FRANK SHOAF, PRESIDENT
(Printed Name and Title of Authorized Representative)

9/9/2016
(Date)

859-276-1690 / 859-276-1699
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0511 HHR1700000003

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.

CENTRAL BUSINESS SYSTEMS, INC.
Company

Frank Shoaf
Authorized Signature

9/9/2016
Date

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

REQUEST FOR QUOTATION
CRFQ 0511 HHR1700000003
Two (2) Digital Mailing and One (1) Information Management Systems Lease

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR) to establish a contract for the leasing of two (2) Digital Mailing Systems and one (1) Information Management System at 350 Capital Street, Room B36, Charleston WV 25301.

NOTE: This request is covered in part by federal funds. All bidders will be required to acknowledge and adhere to the Attachment_1 – Provisions Required for Federally Funded Procurements.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. MANDATORY REQUIREMENTS:

3.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

3.1.1 Vendor shall provide TWO (2) Digital Mailing Systems on a monthly lease basis for a period of 60 months.

3.1.1.1 Vendor shall provide two (2) digital mailing systems consisting of the following:

3.1.1.1.1 Electrical requirements must include:

3.1.1.1.1.1 Operates on 100-120 volts alternating current (VAC), 6.5 to 15 amperes.

3.1.1.1.1.2 Underwriters Laboratories (UL) approved.

REQUEST FOR QUOTATION
CRFQ 0511 HHR1700000003
Two (2) Digital Mailing and One (1) Information Management Systems Lease

- 3.1.1.1.2** Speed/Productivity requirements must include a minimum of 200 to 500 letters per minute in weighing mode and a minimum of 300 to 500 pieces per minute in non-weighing mode.
- 3.1.1.1.3** Media Specifications requirements must include:
 - 3.1.1.1.3.1** Minimum: 3 1/2 inches x 5 inches postcard size.
 - 3.1.1.1.3.2** Maximum: 10 inches x 14 inches
 - 3.1.1.1.3.3** Thickness: .007 inches minimum to 3/4 inches maximum.
 - 3.1.1.1.3.4** Envelope Flap Depth for sealing:
 - 3.1.1.1.3.4.1**–Flaps open: Minimum .75 inches, Maximum 4 inches.
 - 3.1.1.1.3.4.2** – Flaps closed: Minimum .75 inches, Maximum 2.75 inches.
- 3.1.1.1.4** Vendor shall provide equipment with the following connectivity requirements:
 - 3.1.1.1.4.1** Vendor shall provide continuous internet connection.
 - 3.1.1.1.4.2** Vendor shall provide installation kit which must include a Local Area Network (LAN) adapter and a minimum of 15 feet to 25 feet of Ethernet cable.
- 3.1.1.1.5** Vendor shall provide the following operating features:
 - 3.1.1.1.5.1** Vendor shall provide Auto-Dating
 - 3.1.1.1.5.2** Vendor shall provide Multiple Tapes (1-99)
 - 3.1.1.1.5.3** Vendor shall provide Low Fund Alert
 - 3.1.1.1.5.4** Vendor shall provide High Value Protection
 - 3.1.1.1.5.5** Vendor shall provide Original Value Resetting
 - 3.1.1.1.5.6** Vendor shall provide Sealant Level Indicator
 - 3.1.1.1.5.7** Vendor shall provide Seal Only and No Seal Modes

REQUEST FOR QUOTATION
CRFQ 0511 HHR1700000003
Two (2) Digital Mailing and One (1) Information Management Systems Lease

- 3.1.1.1.5.8** Vendor shall provide Low Ink Alert
 - 3.1.1.1.5.9** Vendor shall provide Password Security
 - 3.1.1.1.5.10** Vendor shall provide Standard Envelope Advertisements
 - 3.1.1.1.5.11** Vendor shall provide Standard Postal Inscriptions
 - 3.1.1.1.5.12** Vendor shall provide Maximum Thickness Warning
 - 3.1.1.1.5.13** Vendor shall provide Mixed Size, Thickness and Weight Feeding
 - 3.1.1.1.5.14** Vendor shall provide Open and Sealed Envelope Feeding
 - 3.1.1.1.5.15** Vendor shall provide gummed and peel and stick roll tapes for various package processing
 - 3.1.1.1.5.16** Vendor shall provide Time/Date Stamp
 - 3.1.1.1.5.17** Vendor shall provide Custom Messaging
 - 3.1.1.1.5.18** Vendor shall provide Postage Pass
-
- 3.1.1.2** Vendor shall provide one (1) scale capable of weighing 30 to 100 pounds with differential weighing.
 - 3.1.1.3** Vendor shall provide one (1) scale capable of weighing 10 to 100 pounds with differential weighing.
 - 3.1.1.4** Vendor shall provide two (2) confirmation services which verify date and time of delivery.
 - 3.1.1.5** Vendor shall provide two (2) electronic return receipts with reference number packages.
 - 3.1.1.6** Vendor shall provide two (2) barcode scanners.
 - 3.1.1.7** Vendor shall provide two (2) report printers.
 - 3.1.1.8** Vendor shall provide two (2) power stackers with a minimum capacity between 500 to 1000 standard number 10 envelopes.

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3.1.1.9 Vendor shall provide reverse feed separation which must include feeding guide for large envelopes.

3.1.1.10 Vendor shall provide mailing equipment which includes a compatible 15 inch or greater touch screen color monitor.

3.1.1.11 Vendor shall provide two (2) console tables to accommodate the length, width, and weight of the mail machines.

3.1.1.12 Vendor shall provide installation.

3.1.2 Vendor shall provide Meter Rental

3.1.2.1 Vendor shall provide two (2) monthly meter rental which are compatible with mailing equipment specified in this request for quotation.

3.1.2.2 Vendor shall provide two (2) confirmation services which are compatible with mailing equipment specified in this request for quotation.

3.1.2.3 Vendor shall provide two (2) electronic return and receipt subscription which are compatible with mailing equipment specified in this request for quotation.

3.1.3 **Information Management System or Equivalent on a sixty (60) month lease basis.**

3.1.3.1 Vendor shall provide Total Postage Management which must include:

3.1.3.1.1 Vendor shall provide Single Workstation Interface for all mailing and shipping functions including interface to the dynamic in-line weighing scale.

3.1.3.1.2 Vendor shall provide equipment that must process batches of mail from multiple departments and/or accounts without the system having to be shut down.

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- 3.1.3.1.3** Vendor shall provide equipment that must accommodate a minimum of 200 accounts.
- 3.1.3.1.4** Vendor shall provide equipment that must include package tracking, address correction, United States Postal Service (USPS) Rate Updates.
- 3.1.3.1.5** Vendor shall provide equipment that must rate and generate USPS IMpb labels.
- 3.1.3.1.6** Vendor shall provide equipment that must have the ability to utilize negotiated rates in shipping system.
- 3.1.3.1.7** Vendor shall provide equipment that must be able to verify address before shipment.
- 3.1.3.1.8** Vendor shall provide equipment that must be able to scan a department barcode, drop mail on the mail machine feeder and process automatically with no processing delays.
- 3.1.3.1.9** Vendor shall provide equipment that must include Postage Meters.
- 3.1.3.1.10** Vendor shall provide equipment that must be able to process Permit Mail.
- 3.1.3.1.11** Vendor shall provide equipment that must have the ability to process Presort Processed Mail.
- 3.1.3.1.12** Vendor shall provide equipment that must allow for unlimited programmable jobs.
- 3.1.3.2** Vendor shall provide equipment with Total Meter Reporting which must include:
 - 3.1.3.2.1** Vendor shall provide equipment that allows user to view and generate reports on postage meter funds and usage.
 - 3.1.3.2.2** Vendor shall consolidate and group meters through local area network with the personal computer workstation specified in Section 3.1.3.5.

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- 3.1.3.2.3** Vendor shall provide equipment that allows user to track daily/monthly spend or class of service by pieces or dollars.
- 3.1.3.2.4** Vendor shall provide equipment that allows user to access postage meter departmental accounting data on the World Wide Web.
- 3.1.3.2.5** Vendor shall provide equipment that provides a tracking solution that maintains the equipment's historical transaction data and account code formats.
- 3.1.3.3** Vendor shall provide equipment that allows customized reports which must include:
 - 3.1.3.3.1** Vendor shall provide equipment that allows postage summary reports (chart/pie/table).
 - 3.1.3.3.2** Vendor shall provide equipment that allows postage trend reports.
 - 3.1.3.3.3** Postal class reports (summary/detail).
 - 3.1.3.3.4** Vendor shall provide equipment that allows meter summary reports.
 - 3.1.3.3.5** Vendor shall provide equipment that allows daily meter activity reports (summary/detail).
 - 3.1.3.3.6** Vendor shall provide equipment that allows meter balances report (summary/detail).
- 3.1.3.4** Vendor shall provide a Carrier Certified Thermal Label Printer to print Carrier Compliant Shipping and Addressing labels for all outgoing shipments as required by the USPS.
- 3.1.3.5** Vendor shall provide a Personal Computer Workstation integrated to the postal machines specified in this request for quotation.
- 3.1.3.6** Vendor shall provide Black and white or color if available Laser Report Printer.
- 3.1.3.7** Vendor shall provide a 15 inch or greater Color Monitor.
- 3.1.3.8** Vendor shall provide installation.

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- 3.1.3.9** Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency will be asked to accept, either in writing or digitally, in order to receive the commodities or services offered as part of this contract. Written terms will be required prior to award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.
- 3.1.4** Vendor must provide preventative maintenance and maintenance of all equipment and systems to ensure continued operability for the sixty (60) month lease period.
- 3.1.4.1** Maintenance shall be included in the lease price, two annual preventative maintenance calls, and ongoing operator training as needed.
- 3.1.4.2** Standard phone response time shall be within four (4) hours of request and on-site service shall be provided within twenty-four (24) hours of request.
- 3.1.5** Vendor must provide one (1) day of on-site training during business hours of Monday-Friday 8:30AM to 4:30PM Eastern Standard Time for equipment after installation is completed.
- 3.1.6** Vendor must pay all Freight costs.

4. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page:** Vendor should complete the WVOasis Pricing Page by listing the total monthly lease cost for each commodity line as the Unit Price. The total cost of lease for entire length of the sixty (60) month contract for all specifications listed in Section 3 will be calculated automatically.

If responding on paper, Vendor should complete the attached Exhibit_A Pricing Page by entering the Total Monthly Cost for each commodity line and multiply by sixty (60) to arrive at the Total Cost of Lease for 60 Months and enter that amount in the appropriate box on the pricing page. Then add the

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Total Cost of Lease column and enter this sum into the Overall Total Cost box on the pricing page.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. **PAYMENT:** Agency shall pay monthly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

 - 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

 - 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

9.1. The following shall be considered a vendor default under this Contract.

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: RON WATTS
Telephone Number: 859-276-1690
Fax Number: 859-276-1699
Email Address: rwatts@cbsedge.com

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Exhibit_A

Pricing Page

Contract Item #	Description	Quantity	Total Monthly Cost	Total Cost of Lease for 60 Months
Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6	Digital Mailing System Total Cost for Specifications listed in Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6 for a 60 month lease.	1	\$ 2046.60	\$122,796.00
Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6	Digital Mailing System Total Cost for Specifications listed in Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6 for a 60 month lease.	1	\$ INCLUDED	\$ INCLUDED
Section 3.1.3	Information Management System or Equivalent Total Cost for Specifications listed in Section 3.1.3 for a 60 month lease.	1	\$ INCLUDED	\$ INCLUDED
			Overall Total Cost For 60 Months	\$122,796.00

Contract will be awarded to the Vendor meeting the required specifications for the lowest Overall Total Cost.

Vendor Section (Complete all fields):

Vendor Name: CENTRAL BUSINESS SYSTEMS, INC.
Physical Address: 2670 WILHITE DRIVE, LEXINGTON KY 40503
Remit To Address: SAME
Telephone: 859-276-1690
Fax: 859-276-1699
E-mail: rwatts@cbsedge.com
Vendor Representative: RON WATTS
Signature: <i>Ron Watts</i>
Date: 9/9/2016

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor.

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141-3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689)**— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0511 FHR170000003

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 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.

CENTRAL BUSINESS SYSTEMS, INC.

Company

Frank Shoop

Authorized Signature

9/9/2016

Date

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

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: CENTRAL BUSINESS SYSTEMS, INC.

Authorized Signature: Frank Shoaf Date: 9/9/2016

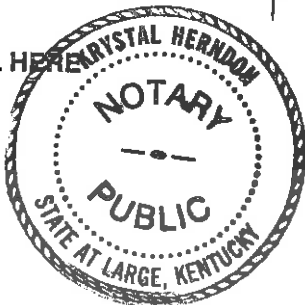
State of Kentucky

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 9 day of September, 2016.

My Commission expires 11/12, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

Kupul D. Hernd

Purchasing Affidavit (Revised 08/01/2015)

My Commission No. 545559
Expires November 12, 2019



To Whom It May Concern:

The attached meter rental agreement from Neopost is required per USPS and the manufacturer's requirements. It will need to be signed by the State of West Virginia.

However, the quoted bid pricing in CRFQ 0511 HHR1700000003 includes the charges listed in meter rental agreement #1 and #2. That is why the bill to address is Central Business Systems address. The State of West Virginia will pay \$2,046.60 per month to Central Business Systems. That monthly amount includes the rental/lease on the equipment and software, meter rental, USPS rate updates, updates to EMS software and maintenance on all hardware for the lease term.

Central Business Systems will pay said meter rental from the proceeds of the State of West Virginia's month rental payment.

Please contact me if you have any questions regarding this. Thank you.

Ron Watts
Major Accounts Manager



Section (A) Office Information

Office Number: 9860	Office Name: Central Business Systems, Inc.	Office Phone #: 859 276 1690	Date Submitted: 9/9/2016
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Section (B) Billing Information

Company Name (Full legal name): State of West Virginia Health and Human Resources		
DBA:		
Billing Address: P. O. Box 4450		
Billing City: Lexington	State: KY	ZIP Code + 4: 40544
Billing Contact Name: Ron Watts		Billing Contact Title: Major Accounts Man
Billing email Address: rwatts@cbsedge.com		
Phone Number: 859 276 1690	Fax Number: 859 276 1699	

Section (C) Installation Information

If different than billing information

Company Name (Full legal name): State of West Virginia Health and Human Resources		
Installation Address (No PO Boxes): 350 Capital St. Room B-36		
Installation City: Charleston	State: WV	ZIP Code + 4: 25301
Installation Contact Name:		Installation Contact Title:
Installation Contact email Address:		
Phone Number: 304 957 0209		Fax Number:
Main Post Office / Mail Drop Off:		Post Office ZIP Code:

Section (D) Postage Meter Rental/Services Payment Information

Monthly Meter Rental Payments \$ 50.00 for 60 months, thereafter \$ for months
Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Tax Exempt (Attach Exemption Certificate) <input type="checkbox"/> Mail me a rental invoice <input type="checkbox"/> Bill my NeoFunds Postage Account <input type="checkbox"/> Bill my credit card (Customer to submit authorization form) <input type="checkbox"/> ACH Direct Debit (Customer to submit authorization form)
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (customer to submit authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (attach authorization form) Agency Code _____ Sub Agency Code _____
Postage Funding Account: <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Account POC Account # _____

Section (E) Postage Meter and Funding

Meter Model: IM5000AI	Machine Model: IM5000C
Service Products (Check all that apply)	
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip BASIC – Requires NeoFunds (EP70) <input type="checkbox"/> NeoShip PLUS – Requires NeoFunds (EP70PLUS) <input type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds (NEOSHIPADV) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation & Training	

Section (F) Approval

Existing customers who are upgrading or renewing an Agreement and currently fund the POC Postage account by ACH Debit will not be converted to NeoFunds unless initialed here _____

This document consists of a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Rental Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerR-V04-16), which are also available at <http://neopostusa.com/terms/DealerR-V04-16.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted



Section (A) Office Information

Office Number: 9860	Office Name: Central Business Systems, Inc.	Office Phone #: 859 276 1690	Date Submitted: 9/9/2016
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Section (B) Billing Information

Company Name (Full legal name): State of West Virginia Health and Human Resources		
DBA:		
Billing Address: P. O. Box 4450		
Billing City: Lexington	State: KY	ZIP Code + 4: 40544
Billing Contact Name: Ron Watts	Billing Contact Title: Major Accounts Man	
Billing email Address: rwatts@cbsedge.com		
Phone Number: 859 276 1690	Fax Number: 859 276 1699	

Section (C) Installation Information

If different than billing information

Company Name (Full legal name): State of West Virginia Health and Human Resources		
Installation Address (No PO Boxes): 350 Capital St. Room B-36		
Installation City: Charleston	State: WV	ZIP Code + 4: 25301
Installation Contact Name:	Installation Contact Title:	
Installation Contact email Address:		
Phone Number: 304 957 0209	Fax Number:	
Main Post Office / Mail Drop Off:	Post Office ZIP Code:	

Section (D) Postage Meter Rental/Services Payment Information

Monthly Meter Rental Payments \$ 50.00 for 60 months, thereafter \$ for months
Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Tax Exempt (Attach Exemption Certificate) <input type="checkbox"/> Mail me a rental invoice <input type="checkbox"/> Bill my NeoFunds Postage Account <input type="checkbox"/> Bill my credit card (Customer to submit authorization form) <input type="checkbox"/> ACH Direct Debit (Customer to submit authorization form)
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (customer to submit authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (attach authorization form) Agency Code _____ Sub Agency Code _____
Postage Funding Account: <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Account POC Account # _____

Section (E) Postage Meter and Funding

Meter Model: IM5000AI	Machine Model: IM5000C
Service Products (Check all that apply)	
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip BASIC – Requires NeoFunds (EP70) <input type="checkbox"/> NeoShip PLUS – Requires NeoFunds (EP70PLUS) <input type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds (NEOSHIPADV) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation & Training	

Section (F) Approval

Existing customers who are upgrading or renewing an Agreement and currently fund the POC Postage account by ACH Debit will not be converted to NeoFunds unless initialed here _____.

This document consists of a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Rental Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerR-V04-16), which are also available at <http://neopostusa.com/terms/DealerR-V04-16.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Neopost USA and its Affiliates _____		Date Accepted _____

neopost TERMS & CONDITIONS

POSTAGE METER RENTAL AGREEMENT

- 1. Postage Meter Rental.** In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Neopost USA Inc. You agree to rent from Us the postage meter identified on the Order Form, as well as any other products listed on the Order Form, together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs, (the "Postage Meter") upon the terms stated herein.
- 2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.
- 3. Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Order Form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Order Form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless You notify Us in writing at least ninety (90) days before the end of the Initial Term that You intend to return the Postage Meter at the end of the Initial Term, this Rental Agreement will automatically renew for consecutive terms equal to the billing cycle listed on the Order Form at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.
- 4. Return of Postage Meter and Products.** Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return

Authorization ("ERA") number from Us, promptly send the Postage Meter and any other products, at Your expense, to any location(s) that We designate, in addition to paying Us Our then-applicable processing fee. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the ERA then You will pay a postage meter replacement fee of \$1,000.

- 5. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.
- 6. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.
- 7. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.
- 8. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.
- 9. Rate Updates.**
 - A. MAINTENANCE OF POSTAL RATES.** It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

neopost TERMS & CONDITIONS

B. **Rate Updates with Online Services.** If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

C. **Rate Updates with Rate Change Protection and Software Advantage.** If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered product or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered product or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

10. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT.

By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

11. ADDITIONAL UNITED STATES POSTAL SERVICE TERMS.

A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.

B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.

C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.

D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.

F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

12. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

13. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

15. Assignment. No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

16. Notice. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or

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Us, as applicable and shall be considered given when: (i) delivered personally; or (ii) sent by commercial overnight courier with written verification receipt.

17. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

18. Severability. In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.

20. Arbitration; Choice of Law; Venue; and Attorney's Fees. Any controversy or claim arising out of or relating to this Rental Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class arbitration. The place of arbitration shall be in Hartford County in the State of Connecticut. This Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles. All fees and expenses shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation of proofs. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the arbitrator(s) shall be authorized to award such amounts.

neoFunds/TotalFunds ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible Postage Meter, then you will have access to a neoFunds® postage funding account (for Neopost POC accounts) or a TotalFunds® postage funding account (for TMS accounts) and this neoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that neoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the neoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds. Unless prohibited by applicable law, We may charge You and You agree to pay Our fees then in effect for copies of Your monthly statements. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i.) have made any misrepresentations to Us; (ii.) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii.) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at P.O. Box 30193, Tampa, Florida 33630-3193.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). Any defined terms in the Rental Agreement shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"). Sections 12 through 20 of the Rental Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Rental Agreement" refers to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Rental Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Postage Meter and other products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Postage Meter and other products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms will be provided with the Software and may be supplemented by Us or third party licensors, from time to time, by notice to You.

3. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Neopost USA Inc. ("Neopost USA") and West Virginia Department of Health and Human Resources, Bureau of Child Support Enforcement ("Customer") with reference to the following:

A. Neopost USA and Customer are entering into a Postage Meter Rental Agreement (the "Rental Agreement"), pursuant to which Neopost USA will rent a Postage Meter to Customer.

B. Any defined term used herein shall have the same meaning as in the Rental Agreement.

In consideration of the mutual covenants contained herein, and in the Rental Agreement, the parties agree as follows:

- 1. Section 3, titled "Rental Fee, Payment and Term" is hereby amended to delete the tenth sentence in its entirety and replace it with the following: "The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e."

The Rental Agreement and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Rental Agreement and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

West Virginia Department of, Health and Human Resources Bureau of Child Support Enforcement

Neopost USA Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____