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USI Insurance Services LLC  
1 Hillcrest Drive East—Suite 300  
Charleston, WV 25311  
304-347-0611 / www.usi.com

April 27, 2023

04/27/23 11:02:27  
Purchasing Division

Mr. Toby Welch  
State of West Virginia  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

RE: Addendum No 2 - Blanket Bonding for Limited Video Lottery  
CRFQ 0705 LOT2300000004  
Bid Opening Date: April 27, 2023  
Bid Opening Time: 1:30 PM

Dear Mr. Welch,

Enclosed you will find our bid for the Blanket Bonding for Limited Video Lottery. The surety company for our proposal is Ohio Farmers Insurance Company, part of Westfield Insurance. They are an "A" Rated carrier and have a Financial Size XV over \$2 Billion Dollars. You will find enclosed a copy of their AM Best Report.

The following quotes are enclosed for your review:

- A. No deductible - \$6.45 per thousand
- B. \$10,000 deductible - \$6.35 per thousand
- C. \$25,000 deductible - \$6.10 per thousand
- D. \$50,000 deductible - \$5.60 per thousand

Thank you for the opportunity to bid on this project and should you have any questions, please contact me at 304-347-0667 or 304-549-9999 or you can email me at [Andy.teeter@usi.com](mailto:Andy.teeter@usi.com).

Sincerely,

Andrew K. Teeter  
Senior Vice President

AKT/klm

Enclosure

# AM Best Rating Services

## Westfield Insurance Company



AMB #: 002362 NAIC #: 24112 FEIN #: 346516838

### Mailing Address

P.O. Box 5001  
Westfield Center, Ohio 44251-5001

[United States](#)

Web: [www.westfieldinsurance.com](http://www.westfieldinsurance.com)

Phone: 330-887-0101

Fax: 330-887-0840

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 000730 - Westfield Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [002381 - Ohio Farmers Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength [View Definition](#)

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	June 30, 1930

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Senior Financial Analyst: Scott Foley  
Director: Robert Raber

*See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	November 30, 2007

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

View AM Best's [Rating Review Form](#)

#### Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes [Under Review Best's Rating](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1930.

## Financial Strength Rating

Effective Date	Rating
January 31, 2023	A
January 20, 2022	A
January 12, 2021	A
December 12, 2019	A
November 27, 2018	A

## Long-Term Issuer Credit Rating

Effective Date	Rating
January 31, 2023	a+
January 20, 2022	a+
January 12, 2021	a+
December 12, 2019	a+
November 27, 2018	a+

## Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000730 - Westfield Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
Jan 20, 2022	<a href="#">AM Best Assigns Credit Ratings to Westfield Select Insurance Company; Affirms Ratings of Westfield Insurance Co and Affiliates</a>
Dec 12, 2019	<a href="#">AM Best Assigns Credit Ratings to New Members of Westfield Group; Affirms Westfield Insurance Company and Certain Affiliates</a>
Feb 23, 2007	<a href="#">A.M. Best Withdraws Rating of Beacon Insurance Company of America Due to Merger</a>

### European Union Disclosures

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**West Virginia  
Offices of the Insurance Commissioner**



**Certificate of Authority**

Whereas, **WESTFIELD INSURANCE COMPANY**, domiciled in the State of Ohio, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Marine - Article 1, Section 10(d)  
Surety - Article 1, Section 10(f)(1)  
Fire - Article 1, Section 10(c)  
Casualty - Article 1, Section 10(e)  
Surety - Article 1, Section 10(f)(2)  
Surety - Article 1, Section 10(f)(3)  
Casualty - Article 1, Section 10(e)(14)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2023, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2022.

Allan L. McVey  
Insurance Commissioner

NAIC # 24112  
SBS Company # 109405322

**ANDREW K TEETER**



**State of West Virginia**  
License No: [REDACTED] Agent License NPN: [REDACTED]

**ANDREW K TEETER**  
This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property	08/12/1976	09/30/2023
	Accident and Health or Sickness	08/12/1976	
	Casualty	08/12/1976	
	Life	08/12/1976	

## State of West Virginia

License No: [REDACTED]

Agent License

NPN: [REDACTED]

**ANDREW K TEETER**

This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property	08/12/1976	09/30/2023
	Accident and Health or Sickness	08/12/1976	
	Casualty	08/12/1976	
	Life	08/12/1976	

Please visit <https://sbs.naic.org/solar-external-lookup/license-manager> for the current status of this license.



**DESCRIPTIONS (Continued from Page 1)**

**RE:CRFQ LOT1900000002**





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

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

Proc Folder: 1204140

Doc Description: Addendum No 2 - BLANKET BONDING FOR LIMITED VIDEO LOTTERY

Reason for Modification:  
 Addendum No 2 is issued to  
 publish a copy of vendor's  
 questions with answers and to  
 publish a copy o..... See Page 2  
 for complete info

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-19	2023-04-27 13:30	CRFQ 0705 LOT2300000004	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: VS0000001060  
 Vendor Name : USI Insurance Services LLC  
 Address : One Hillcrest Drive E, Suite 300  
 Street : One Hillcrest Drive E, Suite 300  
 City : Charleston  
 State : WV Country : US Zip : 25311  
 Principal Contact : Andrew K. Teeter  
 Vendor Contact Phone: 304-347-0611 Extension: 667

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

Vendor Signature X  FEIN# 13-3771734 DATE 4/27/2023

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

**Reason for Modification:**

Addendum No 2 is issued to publish a copy of vendor's questions with answers and to publish a copy of all permit holders.

**ADDITIONAL INFORMATION**

Addendum No 2 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
- 2) To publish a copy of all permit holders.

--no other changes--

INVOICE TO		SHIP TO	
LOTTERY PO BOX 2067		LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Blanket Bonding of Permit Holders (per pricing page)				

Comm Code	Manufacturer	Specification	Model #
84000000			

**Extended Description:**

Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	qUESTIONS ARE DUE BY 4:00 P.M.	2023-04-11

	Document Phase	Document Description	Page 3
LOT2300000004	Final	Addendum No 2 - BLANKET BONDING FOR LIMITED VIDEO LOTTERY	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ LOT2300000004**

**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as (“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:**

Addendum No 2 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
- 2) To publish a copy of all permit holders.

--no other changes--

**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.

# ATTACHMENT A

**Blanket Bonding for Limited Video Lottery  
CRQM LOT23\*07  
Vendor Questions and Agency Answers**

1. Please provide an updated detailed list of all permit holders and the number of permits they hold. If you have access to Numbers from the past three (3) years one of the underwriters would like to see how frequently the numbers change.

Reference attached information.

2. NSF activity by operator/retailer over the past 4 years and any color behind factors that led to NSF:

NSF History 4 years – (January 2019 – January 2023)

- A. How many failed bank sweeps (NSF's)? 33 Total NSF's

- 4 Bank Errors – not a true NSF for retail location
- 1 State Treasurer's Office error – not a true NSF for retail location
- 28 True retailer at fault NSF

- B. How many failed bank sweeps (NSF's) resulted in the use of the Lottery's third party collection agency? If sent to the collections agency how long do you attempt to obtain before filing the bond claim? Is the Surety Notified of permit holders sent to collections?

No use of third party collection agency. All NSF's were resolved by the Lottery during this time.

3. What is the average monthly sweep per Terminal? What is the average monthly sweep for "Operators"?

- A. Average Sweep per Terminal – (using March 2023) - \$2,890.68

- Average # of terminals per day in March 2023 – 8213
- Total March 2023 Sweep amount - \$23,740,437.84

- B. Average monthly Sweep per "Operator" - \$428,518.65

- Total operators swept in March 2023 – 35
- Total March 2023 sweep for Operators - \$14,998,152.59

4. To become an operator, the Lottery Commission requires receipt and review of the entity's financial statements as well as tax returns. Are there specific key metrics the Commission requires to be met- for example, minimum liquidity, net worth threshold, etc.? How often is the lottery commission declining operators and what are the primary reasons?

New companies desiring to become a licensed Operator must either bid on permits, (the bidding process occurs every ten years) or purchase a current licensed operator.

A three-year financial review, ownership vetting review and compliance requirements must be met in order to meet all licensing requirements. Full approval of the license is granted by the WV Lottery Commission. New applications may be received after the bids have been awarded every ten years.

5. **The Commission also audits annually - what processes/items are being audited (same as necessary during the application process? Is credit and/or financials being obtained?), What actions are taken on negative audits or annual reviews?**

For Operators, entities as well as its owners/officers are renewed annually for financial stability and compliance. The most recent financials available are required of the owners/officers as well as the entity. If financial solvency is in question, the WV Lottery Commission may choose to place the entity on financial watch or choose to nonrenew the license.

For retailers, a financial review is not conducted. A compliance and vetting review of the owner is conducted at the initial application phase as well as during renewal the renewal phase. If the retailer is not in compliance at either phase the license will not be issued or will be nonrenewed.

6. **2015 \$10K claim -was this an operator/retailer with 5 permits (loss was \$2K per permit)? If not, what drove claim amount? Reason for gap in claim (2013) vs. loss (2015) and how involved was the surety, was there a history of NSF's with this operator/retailer?**

This was a retailer location that had an NSF. After the Lottery tried to collect during 2013 and failed, it was turned over to a third party collection agency in 2014 who also failed to collect. In 2015 the \$10,000 claim was made against the bond.

7. **Has there been any other claim since 2015? If so please provide details. Was a claim filed against the bond and if so for how much? How did the situation end up? Did Westfield end up paying a claim and if so, for how much? Has any recovery been made? What steps have been taken by the lottery commission to avoid such a loss/claim in the future if able?**

No other claims since 2015.

8. **What is the total net revenue owed to the state that went uncollected after being turned over to a third party collection agency in the past 4 years?**

There has not been any uncollected revenue turned over to a third party collection agency in the past 4 years. All NSF's in the past four (4) years have been collected by the Lottery.

9. **How many, if any, licenses have been cancelled in the past 4 years? What was the reason?**

For Operators, there have been no licenses cancelled, revoked, suspended or nonrenewed in the last 4 years. All companies have met the compliance standards and have been initially or annually approved by the WV Lottery Commission.

For Retailers, there have been no licenses cancelled, revoked or suspended in the last 4 years. If retailers are nonrenewed it is due to noncompliance with the licensing standards.

10. How many licensed operators have failed two or more bank sweeps in the last 4 years and what was the result? Zero (0) licensed operators

11. How many retailers have failed two or more bank sweeps in the last 4 years and what was the result?

Three (3) retailers. All three repeat NSF retailers were contacted by the Lottery and received documentation and notice that their account NSF'ed and all locations were then re-swept for the correct amount plus interest and fees. They were also issued a notice to appear before the Lottery Commission and were imposed a penalty, per the law on repeat NSFs.

12. The RFP states all retails have camera surveillance for the LVL machines. Are all machines seen by these cameras and how long is the recording kept?

All machines must be on camera and saved for 60 days.

13. Clarifying, No "retailer" is authorized to operate more than 5 machines at one licensed location (except fraternal clubs and veteran's organizations which may operate up to 10)

The law changed from 5 to 7 machines at one licensed location back in 2017, and then from 7 to 10 in 2021.

14. Is there a reason the contract renewal term is limited to 2 renewal years vs prior bids when it was 3 renewal years? No specific reason.

15. Is a copy of the current bond form available? The Lottery does not require a particular form or format for the bond.

16. If two vendors bid the same rate and neither has Small, Women-Owned, or Minority-Owned Business status; How will the decision be made on which vendor is awarded the contract?

It is determined by the flip of a coin.

17. What is a Best Trend Report as mentioned in 4.1.7? Strike this as an error in the specs.



WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LO 000401	Operator	Advanced Lottery Technologies, LLC	452
LO 000402	Operator	Ajax Amusement Machines	230
LO 000403	Operator	Clay Music Company	161
LO 000405	Operator	Action Gaming, Inc.	675
LO 000406	Operator	Jack's Amusement	210
LO 000407	Operator	Viking Video & Music, Inc	75
LO 000408	Operator	Derrick Video, LLC	450
LO 000409	Operator	Woodward Video LLC	194
LO 000410	Operator	Dustyn Enterprises, Inc.	168
LO 000411	Operator	Random World, Ltd.	500
LO 000412	Operator	LeeJay Amusements	114
LO 000413	Operator	Vast Vending, Inc.	58
LO 000414	Operator	A-1 Amusement	232
LO 000416	Operator	Progressive Video Lottery	214
LO 000417	Operator	Trans Allegheny Enterprises, LLC	196
LO 000422	Operator	Wheeling Coin, LLC	425
LO 000424	Operator	Blue Diamond LLC	160
LO 000425	Operator	Viking Vending Services	10
LO 000426	Operator	K & K Music Company	41
LO 000427	Operator	Valley Coin Mach. Co.,LLC	55
LO 000428	Operator	Coin Op Vending Corp.	230
LO 000429	Operator	Worldwide Gaming LLC	81
LO 000430	Operator	Shaffer Amusement Co. LLC	540
LO 000431	Operator	Ellifritz Amusement Co.	62
LO 000432	Operator	S & B Gaming LLC	42
LO 000433	Operator	Warden Amusement Inc.	42
LO 000435	Operator	Bat's, Inc.	70
LO 000436	Operator	Poke, Inc.	47
LO 000437	Operator	Buck's Inc.	50
LO 000439	Operator	Grand Slam Gaming And Entertainment, Inc.	56
LO 000440	Operator	Dice, LLC	70
LO 000441	Operator	J & J Amusement, LLC	150
LO 000442	Operator	Stewart Enterprises, Inc.	15
LO 000443	Operator	Bunker Hill Lounge	10
LO 000444	Operator	LFS Enterprises LLC	40
LR 001007	Retailer	Chesterfield House	7
LR 001011	Retailer	Park Mart	5
LR 001017	Retailer	Coach's Club	3
LR 001026	Retailer	McLewie's III	7
LR 001036	Retailer	Lesters Hard Times LLC	10

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 001047	Retailer	Undo's Stag & Doe's	7
LR 001057	Retailer	Jesse's Pub	10
LR 001062	Retailer	Casey's Family Restaurant Hot Spot	7
LR 001064	Retailer	Torlone's	5
LR 001084	Retailer	The Java Shoppe	7
LR 001109	Retailer	Frank's Hot Spot	7
LR 001110	Retailer	Colasante's Restaurant & Pub	2
LR 001120	Retailer	Lil' Moe's	3
LR 001125	Retailer	TG's Lounge & Café	7
LR 001147	Retailer	Cottrell's Country Store	2
LR 001154	Retailer	Stadium Club The	4
LR 001155	Retailer	Lil' B's Café & Hot Spot	10
LR 001169	Retailer	Bette's	7
LR 001174	Retailer	Bob Milby VFW Post #6450	10
LR 001178	Retailer	Bourbon Street Café	6
LR 001195	Retailer	Locker Room Sports Grill	2
LR 001200	Retailer	Mugshotz Bar & Grill	3
LR 001209	Retailer	The Legg Room Too	5
LR 001214	Retailer	American Legion Post #3	7
LR 001220	Retailer	American Legion Post #18	4
LR 001225	Retailer	White Stallion Club	5
LR 001228	Retailer	Club Brass Room	4
LR 001242	Retailer	Piggy's Club	10
LR 001262	Retailer	Kelly's Hot Spot VII	7
LR 001284	Retailer	American Legion Post #93	10
LR 001299	Retailer	Hotspot Café 2	10
LR 001306	Retailer	Belmont Hot Spot	5
LR 001307	Retailer	A-Cubed	2
LR 001345	Retailer	Kathrine's Kafe	5
LR 001351	Retailer	Bogies Place	7
LR 001374	Retailer	Spare Time Sports Bar & Grille	5
LR 001389	Retailer	Fraternal Order of Eagles Aerie # 1891	4
LR 001390	Retailer	Ernie's City Perk	10
LR 001433	Retailer	Wakim's Club	7
LR 001434	Retailer	Parlor Café	10
LR 001441	Retailer	Strikers Sports Lounge	10
LR 001460	Retailer	Moose Lodge #931 - New Martinsville	9
LR 001481	Retailer	J.P. Henry's	10
LR 001484	Retailer	Generations Pub	7
LR 001488	Retailer	Bridgets	10

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 001507	Retailer	Fun Café	7
LR 001548	Retailer	Nick's Lounge	2
LR 001567	Retailer	Bridge Tavern	6
LR 001568	Retailer	Shirley's #3	7
LR 001593	Retailer	Classics 3 Hot Spot L& Res	5
LR 001605	Retailer	Tony & Cleo's	1
LR 001613	Retailer	American Legion Post #121	10
LR 001616	Retailer	Kegler's Sports Bar	5
LR 001618	Retailer	Suburban Lanes	5
LR 001633	Retailer	American Legion Post #174	7
LR 001648	Retailer	Midtown Lounge	5
LR 001650	Retailer	Dugger's Market	7
LR 001670	Retailer	Tailgater's Pub 2	7
LR 001681	Retailer	Zeek's Sports Lounge	5
LR 001727	Retailer	City Café	7
LR 001744	Retailer	Halftime Café	5
LR 001775	Retailer	K & J's Skip n Go	8
LR 001784	Retailer	The Smokehouse	5
LR 001829	Retailer	River City Perk	7
LR 001838	Retailer	Karen's Cookie Carnival	7
LR 001876	Retailer	Abbey's	5
LR 001884	Retailer	American Legion Post #114	10
LR 001897	Retailer	Coffee & Tanning Hot Spot	6
LR 001928	Retailer	Emerson Pub	7
LR 001931	Retailer	Millies Coffee House	5
LR 001969	Retailer	C J's Pub	7
LR 001989	Retailer	High Life Lounge I	5
LR 002114	Retailer	Lewee's I	8
LR 002167	Retailer	Brianna's Café	7
LR 002168	Retailer	High Life Lounge	1
LR 002172	Retailer	Jeanie's Hot Spot	5
LR 002175	Retailer	Cold Spot Cross Lanes-Nit	7
LR 002278	Retailer	The Club Room	5
LR 002315	Retailer	Mimi's-St. Albans	10
LR 002316	Retailer	Mimi's-Ashton Place	10
LR 002327	Retailer	Mimi's-Southridge	10
LR 002329	Retailer	High Life Lounge-E Main	5
LR 002340	Retailer	Patty's-Beckley Crossing	9
LR 002346	Retailer	Mimi's-Liberty Square	10
LR 002367	Retailer	Mimi's-Quincy	8

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 002370	Retailer	Julie's Place	7
LR 002391	Retailer	Members Only	4
LR 002392	Retailer	Patty's-Beckley Plaza	10
LR 002393	Retailer	Mimi's-Dunbar	10
LR 002396	Retailer	High Life Lounge	4
LR 002401	Retailer	Lori's Pub II	7
LR 002404	Retailer	Stars and Stripes	5
LR 002405	Retailer	Mimi's-Nitro	10
LR 002413	Retailer	Patty's-Merchants Walk	10
LR 002414	Retailer	Patty's-Oak Hill	10
LR 002417	Retailer	Sofia's-North Mall	10
LR 002418	Retailer	Sofia's-Old Courthouse	10
LR 002421	Retailer	Paula's-Bridgeport	10
LR 002447	Retailer	Patty's-Gateway	9
LR 002448	Retailer	Patty's-Princeton	9
LR 002449	Retailer	Patty's-Bluefield	10
LR 002451	Retailer	Paula's-Mileground	9
LR 002452	Retailer	Paula's-Fairmont	10
LR 002453	Retailer	Paula's-Clarksburg	10
LR 002460	Retailer	Killin Time #1	5
LR 002470	Retailer	Palace Lounge	10
LR 002471	Retailer	Paula's-University	10
LR 002478	Retailer	Jumpin' Jimmy's	7
LR 002480	Retailer	Paula's-Elkins	10
LR 002487	Retailer	Patty's-Sophia	9
LR 002499	Retailer	Mimi's-Pea Ridge	10
LR 002500	Retailer	West Virginia "Café"	10
LR 002501	Retailer	Must Be 21 To Enter - Min	10
LR 002502	Retailer	Max's Place	7
LR 002510	Retailer	Undo's of Weirton	3
LR 002525	Retailer	Geno's-New Martinsvl	5
LR 002536	Retailer	Paula's-Westover	10
LR 002548	Retailer	Mimi's-Patrick St.	10
LR 002562	Retailer	Bradley's Parlor, LLC	10
LR 002565	Retailer	Clendenin Hot Spot	7
LR 002570	Retailer	Club Lounge	5
LR 002575	Retailer	Sofia's-Ranson Square	10
LR 002576	Retailer	Paula's-Weston	10
LR 002590	Retailer	Smokin Sam's	10
LR 002592	Retailer	River City Perk	7

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 002608	Retailer	Towne 'N Country Lounge	5
LR 002625	Retailer	Club El Dorado	5
LR 002649	Retailer	High Life Lounge II	3
LR 002699	Retailer	Killin Time #2	5
LR 002700	Retailer	Geno's Good Times Café	5
LR 002702	Retailer	Stars and Stripes II	5
LR 002708	Retailer	Geno's Brooke Plaza Café	5
LR 002712	Retailer	Wise Guys	7
LR 002719	Retailer	Texas Jim #1	10
LR 002730	Retailer	Dan O's	6
LR 002735	Retailer	Opportunity Knocks #4	7
LR 002736	Retailer	Opportunity Knocks #2	7
LR 002737	Retailer	Curt's	5
LR 002738	Retailer	EZ-Borderline Hotspot	5
LR 002756	Retailer	Lewee's II	9
LR 002771	Retailer	Sam's Hotdogs	7
LR 002784	Retailer	A B Cody's	4
LR 002785	Retailer	Billy Sunday's	7
LR 002797	Retailer	Sunset Café III Hot Spot	7
LR 002804	Retailer	Mimi's-Hill's Plaza	10
LR 002806	Retailer	Mimi's Local Café-Beckley	10
LR 002818	Retailer	Elite Rod & Hunting Club	4
LR 002833	Retailer	Must Be 21 To Enter - Par	10
LR 002841	Retailer	Dee Jay's BBQ Ribs and Grill	5
LR 002846	Retailer	West Virginia "Café"	10
LR 002851	Retailer	Joli	8
LR 002868	Retailer	Coffee Club	7
LR 002874	Retailer	High Life Lounge	5
LR 002875	Retailer	High Life Lounge	6
LR 002891	Retailer	Judy's	5
LR 002894	Retailer	Smoke Time Sam's #2	7
LR 002926	Retailer	Minnie's	7
LR 002927	Retailer	Pam's #5	10
LR 002930	Retailer	Pam's #6	10
LR 002932	Retailer	Shirley's	7
LR 002941	Retailer	River City Perk	7
LR 002964	Retailer	American Legion Post #31	3
LR 002971	Retailer	New Orleans Coffee House	10
LR 002978	Retailer	Sports Grill Lounge Hot Spot	7
LR 002985	Retailer	Geno's Darla's Café	5

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 002988	Retailer	Nawlin's Street #1	7
LR 002989	Retailer	Nawlin's Street #2	6
LR 002991	Retailer	Lewee's III	5
LR 003005	Retailer	The Big Easy	7
LR 003018	Retailer	The Holiday Room	5
LR 003032	Retailer	Sassy's	5
LR 003037	Retailer	Melissa's	5
LR 003039	Retailer	Let's Say Café II	6
LR 003047	Retailer	Mugsy's Café II	9
LR 003048	Retailer	Mugsy's Café	8
LR 003051	Retailer	Lucy's Sports Bar	7
LR 003052	Retailer	Fat Tuesday's	7
LR 003069	Retailer	Max's Place	7
LR 003078	Retailer	High Life Lounge	2
LR 003082	Retailer	The Homeplate Club Two	5
LR 003105	Retailer	Max's Place Hot Spot	7
LR 003107	Retailer	Geno's#2 -Wheeling	5
LR 003112	Retailer	Cold Spot	7
LR 003120	Retailer	Rt 50 Lounge	7
LR 003127	Retailer	New Orleans Coffee House	10
LR 003131	Retailer	52 Lounge	10
LR 003137	Retailer	Kelly's Hot Spot V	7
LR 003139	Retailer	Bill's Place	7
LR 003142	Retailer	The Oasis Café	7
LR 003144	Retailer	Franklin's Bar & Grille	5
LR 003149	Retailer	The Coffee Bean	9
LR 003150	Retailer	Cold Spot Glen Jean	7
LR 003157	Retailer	Blue Steel Grill & Café	5
LR 003160	Retailer	Toga Café of Weirton	9
LR 003168	Retailer	Judy's-Robert Byrd Dr	5
LR 003172	Retailer	Geno's Main Street Lounge	5
LR 003175	Retailer	South Side Hot Spot	7
LR 003180	Retailer	Sunset Café Hot Spot	6
LR 003188	Retailer	Kelly's Hot Spot IV	7
LR 003192	Retailer	Joli's	10
LR 003194	Retailer	Ivy's	10
LR 003198	Retailer	TJ's Place	8
LR 003203	Retailer	Sunset Café II Hot Spot	5
LR 003207	Retailer	River City Perk	7
LR 003208	Retailer	MiMi's Local Café-KC	10

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 003211	Retailer	State Line Café & Hot Spot North	10
LR 003212	Retailer	Lily's Hot Spot #1	7
LR 003215	Retailer	Hollywood Hollywood	7
LR 003225	Retailer	Patty's-Beckley By-Pass	10
LR 003230	Retailer	The Point Café	9
LR 003236	Retailer	Shirley's #2	7
LR 003247	Retailer	Mona's Rendezvous	7
LR 003250	Retailer	The Locker Room Sports Bar and Grill	5
LR 003265	Retailer	Geno's Freedom Way Lounge	5
LR 003275	Retailer	Judy's	5
LR 003277	Retailer	Winston's Hot Spot 2	10
LR 003278	Retailer	Winston's Hot Spot	10
LR 003279	Retailer	McLewie's I	7
LR 003290	Retailer	Sofia Rae's Café	7
LR 003292	Retailer	Third Rail Café	7
LR 003302	Retailer	High Life Lounge	2
LR 003320	Retailer	Mary's Café	5
LR 003325	Retailer	Geno's Front Street Lounge	5
LR 003335	Retailer	Lucille's	10
LR 003337	Retailer	Shirley's #4	7
LR 003343	Retailer	Sam's Hotdogs	5
LR 003346	Retailer	High Life Lounge	2
LR 003348	Retailer	Stuart's Hot Dawgs	5
LR 003350	Retailer	Mama Lina's	5
LR 003374	Retailer	Linda Lou's	7
LR 003375	Retailer	STARZ Hot Spot @ Greenbag	10
LR 003376	Retailer	STARZ Hot Spot @ Osage	10
LR 003382	Retailer	Caribbean Café	7
LR 003383	Retailer	Geno's #2-New Marti	5
LR 003385	Retailer	West Virginia "Café"	10
LR 003387	Retailer	Jeanie's Hot Spot	5
LR 003388	Retailer	Geno's #4- Wheeling	5
LR 003389	Retailer	Geno's #3 -Glendale	5
LR 003390	Retailer	Geno's-Moundsville	5
LR 003391	Retailer	Geno's #2- Moundsvil	5
LR 003392	Retailer	Shirley's #5	7
LR 003395	Retailer	The Yard Café	7
LR 003403	Retailer	Lori's Pub II	7
LR 003404	Retailer	High Life Lounge-Elkins	2
LR 003410	Retailer	Sam's Hotdogs	7

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 003420	Retailer	Tusie's	7
LR 003429	Retailer	Mason Smoke Shak	10
LR 003435	Retailer	Midtown Lounge II	5
LR 003436	Retailer	Kelly's Hot Spot III	7
LR 003448	Retailer	Celebration Place #2	7
LR 003458	Retailer	Caribbean Café II	9
LR 003468	Retailer	Maverick's Hot Spot #2	7
LR 003469	Retailer	Maverick's Hot Spot #3	7
LR 003473	Retailer	Maverick's Hot Spot #1	7
LR 003479	Retailer	Hot Spot Express #3	7
LR 003484	Retailer	Mugsy's Café III	7
LR 003488	Retailer	EDJ River City Perk	10
LR 003491	Retailer	Big Apple Lounge	10
LR 003496	Retailer	McLewie's II	7
LR 003514	Retailer	Chunki's Pizza & High Time Lounge II	7
LR 003525	Retailer	Lucy's Coffee House	7
LR 003544	Retailer	WES	5
LR 003550	Retailer	Whitewater Bar & Grill	5
LR 003564	Retailer	Kelly's Hot Spot	7
LR 003582	Retailer	Steel Valley Bowling Cent	5
LR 003611	Retailer	Kelly's Hot Spot VI	7
LR 003621	Retailer	Mimi's Local Café - Bradley	10
LR 003638	Retailer	Sub Stop	6
LR 003652	Retailer	High Life Lounge	2
LR 003672	Retailer	Lily's Hot Spot #3	7
LR 003693	Retailer	Geno's -Benwood	5
LR 003708	Retailer	Cruiser's Café	7
LR 003712	Retailer	The Home Plate Club LLC	5
LR 003742	Retailer	High Life Lounge	4
LR 003769	Retailer	River City Camden	7
LR 003803	Retailer	Tobacco Barn	7
LR 003860	Retailer	Lily's Hot Spot #4	7
LR 003883	Retailer	Red Dog Café	7
LR 003901	Retailer	Gumby's - Geno's Island	5
LR 004019	Retailer	Mimi's - Elkview	8
LR 004024	Retailer	Make Your Day Café	7
LR 004104	Retailer	Hotspot Café	10
LR 004112	Retailer	Jersey's III	7
LR 004112	Retailer	Jersey's III	3
LR 004179	Retailer	Miss Alice's	5



WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 004183	Retailer	Tobacco Barn #2	6
LR 004190	Retailer	Kathy's Kafe	10
LR 004246	Retailer	Palm Café	6
LR 004271	Retailer	Texas Jim #5	10
LR 004324	Retailer	J's II	5
LR 004349	Retailer	High Life Lounge	5
LR 004380	Retailer	M & M's Sports Bar & Gril	5
LR 004386	Retailer	Sophia's	10
LR 004392	Retailer	Geno's-Moundsville Plaza	5
LR 004405	Retailer	Nicole's	7
LR 004441	Retailer	The Big Easy Lounge	7
LR 004468	Retailer	Chaz's	6
LR 004489	Retailer	Bradley's Tropical Retrea	10
LR 004538	Retailer	Murdochs River City Perk	10
LR 004548	Retailer	B&T's Hot Spot Café	5
LR 004558	Retailer	Haddy's	7
LR 004612	Retailer	Kristi's	10
LR 004622	Retailer	Starz Hot Spot Point Marion Road	10
LR 004711	Retailer	Venus Lounge #27	7
LR 004712	Retailer	Venus Lounge #21	7
LR 004717	Retailer	High Life Lounge	5
LR 004723	Retailer	Venus Lounge #22	7
LR 004736	Retailer	Venus Lounge #26	7
LR 004739	Retailer	WV's Original City Perk Six	10
LR 004740	Retailer	WV's Original City Perk Five	8
LR 004741	Retailer	WV's Original City Perk Four	10
LR 004742	Retailer	WV's Original City Perk Three	10
LR 004743	Retailer	WV's Original City Perk Two	10
LR 004744	Retailer	WV's Original City Perk One	10
LR 004749	Retailer	Smoke Time Sam's #88	10
LR 004752	Retailer	RB Hot Spot	7
LR 004756	Retailer	Genos-East Cove Ave.	5
LR 004759	Retailer	Tobacco & More Express	10
LR 004761	Retailer	Sunshine Café	7
LR 004767	Retailer	Rose's Café	5
LR 004779	Retailer	Bulldogs I	3
LR 004789	Retailer	Jersey's I	10
LR 004791	Retailer	Ruby's	7
LR 004794	Retailer	The Leap	5
LR 004795	Retailer	Saratoga Hot Spot II	7

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 004796	Retailer	Lewee's V	5
LR 004797	Retailer	Lewee's IV	5
LR 004800	Retailer	Mama Lina's at Summersville	5
LR 004807	Retailer	Pam's #7	10
LR 004809	Retailer	The Guest House	5
LR 004811	Retailer	The Lounge	5
LR 004813	Retailer	Midway Café	7
LR 004817	Retailer	Hot 5 Stop	5
LR 004822	Retailer	Max's Place Hot Spot	7
LR 004825	Retailer	Venus Lounge #23	7
LR 004833	Retailer	Ruby's	7
LR 004834	Retailer	Ruby's	7
LR 004840	Retailer	Northend Café	7
LR 004843	Retailer	Brylee's Café	7
LR 004851	Retailer	Ivy's - Riverwalk Plaza	10
LR 004852	Retailer	Ivy's - Teays Valley	10
LR 004859	Retailer	K's River City Perk	10
LR 004879	Retailer	Mama Lina's at Sophia	5
LR 004880	Retailer	Ruby's	5
LR 004910	Retailer	Opportunity Knocks	7
LR 004922	Retailer	State Line Grocery & Hot Spot	3
LR 004939	Retailer	Mama Lina's at Chesapeake	5
LR 004940	Retailer	Top Five	7
LR 004951	Retailer	Eruptions	5
LR 004979	Retailer	The Main Event	7
LR 004994	Retailer	Lisa's	5
LR 005120	Retailer	The Crooked Docks	10
LR 005126	Retailer	Julia's C	7
LR 005162	Retailer	Daisy Mae's	7
LR 005164	Retailer	Coffee & Tanning Hot Spot II	7
LR 005165	Retailer	Coffee & Tanning Hot Spot III	7
LR 005187	Retailer	Jersey's II	8
LR 005187	Retailer	Jersey's II	1
LR 005235	Retailer	Becca Lynns Place 1	7
LR 005236	Retailer	Becca Lynns Place 2	7
LR 005355	Retailer	Julia's W	7
LR 005369	Retailer	Geno's Route 30 Café & Drive Thru	5
LR 005403	Retailer	Casey's Hot Spot Anmore	7
LR 005419	Retailer	Big Dog Café & Hot Spot	7
LR 005499	Retailer	Casey's IV Hot Spot	7

WEST VIRGINIA LOTTERY  
 Limited Video Lottery  
 Permit Holders as of July 19, 2021

License Number	Operator / Retailer	DBA Name	Total Permits
LR 005556	Retailer	MRS. D'S HOAGIE SHACK	5
LR 005569	Retailer	I Don't Care	7
LR 005603	Retailer	Casey's VII Hot Spot	7
LR 005625	Retailer	Max's Place Hot Spot	7
LR 005646	Retailer	I-77 City Perk	9
LR 005659	Retailer	EDJ River City Perk #2	10
LR 005665	Retailer	Rt 73 Tobacco Shop	7
LR 005674	Retailer	Pam's # 8	10
LR 005676	Retailer	Becca Lynns Place 3	7
LR 005682	Retailer	West Virginia "Café"	10
LR 005684	Retailer	Uncle Charlie's	10
LR 005764	Retailer	Opportunity Knocks	7
LR 005833	Retailer	Hideaway Grounds	7
LR 005858	Retailer	Geno's Court VI	5
LR 005866	Retailer	Garlands & Grace Café	5
LR 005867	Retailer	Geno's Court II	5
LR 005899	Retailer	Rvr City Will	7
LR 005923	Retailer	Starz @ Chelsea Square Hot Spot	10
LR 005934	Retailer	RVR City PKB	7
LR 005947	Retailer	Jerry's Bar	8
LR 005949	Retailer	KJ's River City Perk	10
LR 005957	Retailer	Ellie's Café	2
LR 005961	Retailer	Custard Stand	4
LR 005962	Retailer	Sam's Hot Dogs	4
LR 005975	Retailer	Patty's- Fayetteville	10
LR 005977	Retailer	Java Joe's Café	3
LR 005978	Retailer	Sassy's	7
LR 005986	Retailer	Becca Lynns Place 6	7
LR 005987	Retailer	Becca Lynns Place 7	7
LR 005988	Retailer	Becca Lynns Place 8	7
LR 005994	Retailer	Vienna Hot Spot	7



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

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

<b>Proc Folder:</b> 1204140		<b>Reason for Modification:</b> Addendum No 1 is issued to modify the bid opening date.
<b>Doc Description:</b> Addendum No 1 - BLANKET BONDING FOR LIMITED VIDEO LOTTERY		
<b>Proc Type:</b> Central Master Agreement		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2023-04-17	2023-04-27 13:30	CRFQ 0705 LOT2300000004
		<b>Version</b>
		2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000001060

**Vendor Name :** USI Insurance Services LLC

**Address :** One Hillcrest Drive E, Suite 300

**Street :** One Hillcrest Drive E, Suite 300

**City :** Charleston

**State :** WV **Country :** US **Zip :** 25311

**Principal Contact :** Andrew K. Teeter

**Vendor Contact Phone:** 304-347-0611 **Extension:** 667

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

**Vendor Signature X** *Andrew K Teeter* **FEIN#** 13-3771734 **DATE** 4/27/2023

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

**ADDITIONAL INFORMATION**

Addendum No 1 is issued for the following reasons:  
1) To Modify the bid opening date from 4/18/23 to 4/27/23.  
--no other changes--

**INVOICE TO** | **SHIP TO**

LOTTERY PO BOX 2067  CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Blanket Bonding of Permit Holders (per pricing page)				

Comm Code	Manufacturer	Specification	Model #
84000000			

**Extended Description:**  
Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	QUESTIONS ARE DUE BY 4:00 P.M.	2023-04-11

	Document Phase	Document Description	Page
LOT2300000004	Final	Addendum No 1 - BLANKET BONDING FOR LIMITED VIDEO LOTTERY	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

Proc Folder: 1204140			Reason for Modification:
Doc Description: BLANKET BONDING FOR LIMITED VIDEO LOTTERY			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-03	2023-04-18 13:30	CRFQ 0705 LOT2300000004	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: VS0000001060  
 Vendor Name : USI Insurance Services LLC  
 Address : One Hillcrest Drive E, Suite 300  
 Street : One Hillcrest Drive E, Suite 300  
 City : Charleston  
 State : WV Country : US Zip : 25311  
 Principal Contact : Andrew K. Teeter  
 Vendor Contact Phone: 304-347-0611 Extension: 667

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

Vendor Signature X *Andrew K Teeter* FEIN# 13-3771734 DATE 4/18/2023

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

**ADDITIONAL INFORMATION****Request for Quotation:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for Blanket Bonding of Permit Holders, per the bid requirements, specifications, terms and conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

LOTTERY  
PO BOX 2067

LOTTERY  
900 PENNSYLVANIA AVE

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Blanket Bonding of Permit Holders (per pricing page)				

Comm Code	Manufacturer	Specification	Model #
84000000			

**Extended Description:**

Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	qUESTIONS ARE DUE BY 4:00 P.M.	2023-04-11



	Document Phase	Document Description	Page
LOT2300000004	Draft	BLANKET BONDING FOR LIMITED VIDEO LOTTERY	3

**ADDITIONAL TERMS AND CONDITIONS**

**See attached document(s) for additional Terms and Conditions**

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: **Tuesday April 11 @ 4:00 p.m.**

Submit Questions to: **Toby L Welch**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Toby.L.Welch@wv.gov](mailto:Toby.L.Welch@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 11/1/2022

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**  
**BUYER:** Toby L Welch  
**SOLICITATION NO.:** CRFQ LOT2300000004  
**BID OPENING DATE:** Tuesday April 18, 2023  
**BID OPENING TIME:** 1:30 p.m.  
**FAX NUMBER:** 304-558-3970

**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:** Tuesday April 18, 2023 @ 1:30 p.m.

**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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**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.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of one year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to 2 (two) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. 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.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. 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, included in the Contract, 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.

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022



**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. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.

**41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) Andrew K. Teeter, Senior Vice-President

(Address) One Hillcrest Drive East, Suite 300, Charleston, WV 25311

(Phone Number) / (Fax Number) 304-347-0667 304-347-0605

(Email address) Andy.teeter@usi.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

USI Insurance Services LLC

(Company) \_\_\_\_\_

(Signature of Authorized Representative) 

Andrew K. Teeter, Senior Vice-President 4/27/2023

(Printed Name and Title of Authorized Representative) (Date) \_\_\_\_\_

304-347-0667 304-347-0605

(Phone Number) (Fax Number) \_\_\_\_\_

Andy.teeter@usi.com

(Email Address) \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ LOT23\*004**

**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 checked="" 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.

USI Insurance Services LLC

Company



Andrew K. Teeter,  
Senior Vice President

Authorized Signature

4/27/2023

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**REQUEST FOR QUOTATION**  
**Blanket Bonding of Permit Holders**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for Blanket Bonding of Permit Holders.

House Bill 102 was enacted in April 2001. Included in the Bill was the establishment of new Article 29-22B which is known as the Limited Video Lottery Act. The Act provided for up to 9,000 Limited Video Lottery (LVL) terminals to be placed in limited licensed retailer areas restricted for adult amusement.

In addition to licensing persons and activities, the Act provides for two kinds of permits. A limited video lottery "permit" is a document that allows the holder to purchase a specified number of video lottery terminals for use in licensed retail locations. Both retailers and operators may be permit holders.

Licensed "operators" (sometimes called "distributors" or "route operators" in other gaming states) are able to own up to 675 video lottery terminals through the permit process. These operators enter into contracts with bars and fraternal clubs for the placement and operation of the video lottery terminals and are liable for the net gaming revenue generated by their video lottery terminals and owed to the State Lottery Commission each month. This is the relationship that applies to most of the operating limited video lottery terminals.

The Act also allows bars and fraternal clubs to acquire permits and with them the ownership of limited video lottery terminals in their establishments. Retailers, fraternal, and veteran clubs may operate up to ten video lottery terminals. All Limited Video Lottery retailers have security cameras located on site for surveillance of the video lottery machines.

- 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 blanket bonding of permit holders as more fully described in these specifications.
- 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 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.

**REQUEST FOR QUOTATION**  
**Blanket Bonding of Permit Holders**

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Commission. A third NSF in a twelve- month period will result in an NSF fee, interest, up to 100% civil penalty and possible loss of LVL license at the discretion of the Lottery Commission.

- 4.1.3. In the event that the Lottery is unable to collect the debt for 3 months, the Lottery will utilize a third- party collection agency to collect the debt. In the event the third-party collection agency is unable to collect the debt, it is at the discretion of the Lottery Director to file the debt against the bond. There has only been one loss under the bond since the inception of the program.
- 4.1.4. As prescribed in LVL Rule 179-5-5.1. a., each permit holder was initially required to post a \$1,500 bond per terminal issued to each permit holder, and the permit holder paid the premium cost of such bond. LVL Rule 179-5-5.1.b. provides that the West Virginia Lottery is to acquire a blanket bond for at least \$2,000 per video lottery terminal to become effective March 1, 2006.
- 4.1.5. The maximum number of permits that can be held by one permit holder is 675. Therefore, the maximum exposure for any one permit holder would be \$1,350,000 (675 X \$2,000).
- 4.1.6. The requirements for a bond are statutory and all previous successful bidders have been able to provide an acceptable bond document. The successful vendor will execute a master bond containing a computerized list supplied by the Lottery, of all covered LVL permit holders indicating the number of video lottery terminals for each permit holder and a total of all video lottery terminals. This listing will serve as a basis for calculation of the premium to be paid by the Lottery from collections received from LVL permit holders. This listing will be updated on an annual basis to reflect all changes and/or deletions.
- 4.1.7. Vendor must provide a copy of the Best Trend Report for the current year. It is preferred that this is provided with the bid, however, may be requested prior to award.

**5. 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 Pages:** Vendor should complete the Pricing Page by providing a unit cost for all four types of coverage requested. It is the Lottery's intention to purchase a minimum of \$2,000 of coverage for each LVL permit.



**REQUEST FOR QUOTATION**  
**Blanket Bonding of Permit Holders**

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Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

- 6. 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.
- 7. PAYMENT:** Agency shall pay cost per \$1000 of coverage times the number of LVL permits, 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.
- 8. 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.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to agency's facilities. In the event access cards and/or keys are required:
  - 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
  - 9.3** Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
  - 9.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5** Vendor shall inform all staff of Agency's security protocols and procedures.

**10. VENDOR DEFAULT:**

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

**10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**REQUEST FOR QUOTATION**  
**Blanket Bonding of Permit Holders**

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**10.1.2 Failure to comply with other specifications and requirements contained herein.**

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

**10.1.4 Failure to remedy deficient performance upon request.**

**10.2 The following remedies shall be available to Agency upon default.**

**10.2.1 Immediate cancellation of the Contract.**

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

**10.2.3 Any other remedies available in law or equity.**

**11. MISCELLANEOUS:**

**11.1 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:** Andrew K. Teeter

**Telephone Number:** 304-347-0667

**Fax Number:** 304-347-0605

**Email Address:** Andy.teeter@usi.com

**REQUEST FOR QUOTATION  
Blanket Bonding of Permit Holders**

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**EXHIBIT A PRICING PAGE**


A. Cost Per \$1,000 of Coverage; No deductible	\$ <u>6.45</u>
B. Cost Per \$1,000 of Coverage; \$10,000 deductible	\$ <u>6.35</u>
C. Cost Per \$1,000 of Coverage; \$25,000 deductible	\$ <u>6.10</u>
D. Cost Per \$1,000 of Coverage; \$50,000 deductible	\$ <u>5.60</u>

**Please Note:**

\*As per Specification 4.1.7 - Vendor must provide a copy of the Best Trend Report for the current year. It is preferred that this is provided with the bid, however, may be requested prior to award.

\*\*It is the Lottery's intention to purchase a minimum of \$2,000 of coverage for each LVL permit.

\*\*\*Vendor must fill out Exhibit A pricing page in its entirety and return with their bids.

<b>VENDOR NAME</b>	USI Insurance Services LLC
<b>VENDOR ADDRESS</b>	One Hillcrest Drive East, Suite 300 Charleston, WV 25311
<b>VENDOR CONTACT</b>	Andrew K. Teeter
<b>VENDOR CONTACT TITLE</b>	Senior Vice-President
<b>CONTACT SIGNATURE</b>	
<b>VENDOR PHONE</b>	304-347-0667
<b>CONTACT EMAIL ADDRESS</b>	Andy.teeter@usi.com