

### **Surplus Property Software**

Addenda, License, Annual Support, References, etc.

### Response to West Virginia CRFQ 0214 SUR1600000001

From

Web Data Corporation P.O. Box 428 Gordonsville, VA 22942

Tel: (520) 297-3623

12/02/15 09:49:18
WW Purchasing Division



### State of West Virginia Request for Quotation

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Proc Folder: 134451

Doc Description: Addendum 3 Federal and State Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2015-11-06	2015-11-24 13:30:00	CRFQ 0214	SUR1600000001	4

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

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Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

laura.e.hooper@wv.gov

nature X

FEIN #

33-049 2400

DATE

11/35/2015

offers subject to all terms and conditions contained in this solicitation

#### Addendum #3

To postpone the bid opening date to 11/24/2015 1:30PM

· further changes

		SHIP TO	
ADMINISTRATIVE SER	VICES MANAGER		
DEPARTMENT OF ADI	MINISTRATION	STATE OF WEST VIR	RGINIA
SURPLUS PROPERTY		IN CARE OF SURPLU	JS PROPERTY
2700 CHARLES AVE		2700 CHARLES AVE	NUE
DUNBAR	WV25064-2236	DUNBAR	WV 25064
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation,	1.00000	EA		
L	Maintenance and Warranty				

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### Extended Description:

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

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**Event** 

**Event Date** 

Question Submission Deadline 5:00PM

2015-10-02

## SOLICITATION NUMBER: SUR1600000001 Addendum Number: 3

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:

۱		Modify bid opening date and time
[	]	Modify specifications of product or service being sought
[	1	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
l		Correction of error
ſ	1	Other

### **Description of Modification to Solicitation:**

To postpone the bid opening date to 11/24/2015 1:30PM

No further 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.

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

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.

(Check	c the	e bo	x next to each addendum rece	eive	d)	
	[	]	Addendum No. 1	I	]	Addendum No. 6
	[	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	ſ	]	Addendum No. 9
	[	]	Addendum No. 5	[	]	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

1/36/2015

Date

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



### State of West Virginia Request for Quotation

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Proc Folder: 134451

Doc Description: One-Time Purchase of Federal and State Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation I	No	Version
2015-09-18	2015-10-20 13:30:00	CRFQ (	0214 SUR1600000001	1

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

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Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

ra.e.hooper@wv.gov

nature X

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33-0792400

DATE

11/30/2015

offers subject to all terms and conditions contained in this solicitation

### DEPONAL IN FORMATION:

e West Virginia Purchasing Division for the Agency, The WV Department of Administration, Purchasing Division's Surplus Property is soliciting and strom qualified vendors to establish a "One-Time" Contract for the purchase of a Federal and State Inventory System, to include all equipment, installation, maintenance and warranty, per the attached specifications and terms and conditions.

VOICE TO		SHIP TO				
DMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE		STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE				
DUNBAR	WV25064-2236	DUNBAR	WV 25064			
บร		US				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

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₽	<u>Event</u>	Event Date
10	Question Submission Deadline 5:00PM	2015-10-02

### **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.

	11 5
A p	re-bid meeting will not be held prior to bid opening.
☐ A N	NON-MANDATORY PRE-BID meeting will be held at the following place and
□ A <u>M</u>	IANDATORY 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: 10/02/2015 5:00PM

Submit Questions to: Laura Hooper, Senior Buyer 2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: laura.e.hooper@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical
Cost

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

Bid Opening Date and Time: 10/20/2015 1:30PM
Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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

- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, 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, womenowned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "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.
  - **2.3.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "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.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.	CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:						
	Term Contract						
	Initial Contract Term: This Contract becomes effective on and extends for a period of						
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.  Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.						
	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 60 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						
	One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.						
	Other: See attached.						

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. 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.
- 7. 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 of 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.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

		The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
		LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
		The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9.	comply	ERS' COMPENSATION INSURANCE: The apparent successful Vendor shall with laws relating to workers compensation, shall maintain workers' compensation be when required, and shall furnish proof of workers' compensation insurance upon
10.	protest of lowest be forfeited purpose, needless Purchase check p with and	ATION BOND: The Director reserves the right to require any Vendor that files a of an award to submit a litigation bond in the amount equal to one percent of the bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be if the hearing officer determines that the protest was filed for frivolous or improper, including but not limited to, the purpose of harassing, causing unnecessary delay, or expense for the Agency. All litigation bonds shall be made payable to the ing Division. In lieu of a bond, the protester may submit a cashier's check or certified ayable to the Purchasing Division. Cashier's or certified checks will be deposited held by the State Treasurer's office. If it is determined that the protest has not been frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11.	LIQUII	DATED DAMAGES: Vendor shall pay liquidated damages in the amount of
	for	
	This clar right to p	use shall in no way be considered exclusive and shall not limit the State or Agency's pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. 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 § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. 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.
- 22. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. 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.

- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

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

- against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.requisitions@wv.gov</u>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

### CERTIFICATIONAND SIGNATURE PAGE

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

(Company)

(Authorized Signature) (Representative Name, Title)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Agency for Surplus Property to establish a contract for the one time purchase of a software inventory system, barcode scanner, related hardware and the installation, training and maintenance thereof. The system will be used to store information on eligible organizations and expiration dates on eligible accounts. The system will be used to track state and federal inventory and will also be used as an invoicing system.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means "Software Inventory System" as more fully described by these specifications.
  - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit "A", upon which Vendor should list its proposed price for the Contract Items.
  - 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.
  - 2.4 "Eligible Organization" refers to tax-supported medical institutions, hospitals, clinics, fire departments, rescue squads, health centers, school systems, schools, colleges and universities within the state, and to other nonprofit medical institutions, hospitals, clinics, volunteer fire departments, volunteer rescue squads, health centers, schools, colleges and universities within the state which have been held exempt from taxation under the Internal Revenue Code of 1986, as amended. In order to remain classified as an eligible organization, fire departments must renew their registration every year, while other organizations must renew every three years.
  - 2.5 "State Inventory" means inventory that has been retired from state agencies.
  - **2.6 "Federal Inventory"** means inventory that comes from the federal government and is donated to WVSASP for allocation to eligible organizations.

### 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Inventory System

- 3.1.1.1 System must be able to track federal and state inventory and create federal distribution documents and state invoices generated from this inventory system.
- **3.1.1.2** Must be able to store up to at least 100,000 inventory items with the option to expand the system's data-storage abilities at a later date, if it becomes necessary.
- 3.1.1.3 Must have the capability of printing bar codes that can be printed and attached to inventory items for identification and point-of-sale purposes.
- 3.1.1.4 Must have the ability to search and recall inventory records at a minimum by tag, retirement ID, asset ID, date received, asset description, serial number, asset name, model information, year, and price.
- 3.1.1.5 System must have the ability to sort contacts through search and folder/group creation of at least 1,500 eligible organization accounts with organization name, contact names, authorized representative, county, address, phone number, e-mail address, eligibility expiration date, license expiration date and type of eligibility of account (state, federal, both), and whether they are designated as a "Homeless and Needy Assistor," indicating the eligible organization provides assistance to the homeless and needy and recording any donations made by the WVSASP.
- **3.1.1.6** Must be compatible with Windows 7.
- **3.1.1.7** System software must reside and operate from the agency's Microsoft Windows Server 2012 R2 -based data server located onsite in Dunbar, West Virginia. The database back-end must be supported on Microsoft SQL 2012.
- **3.1.1.8** System's back-end database must have the capability to be backed up to a remote server location.
- **3.1.1.9** System's graphical user interface must allow users to log into the system using a web-based platform.

- **3.1.1.10** Must track and record three- or one-year eligibility period and basic registration history with notification of registration expiration.
- 3.1.1.11 Must offer at least a 3-year warranty on hardware.
- 3.1.1.12 Must provide phone-based customer support at minimum, Monday Friday from 8am to 5 pm EST.
- 3.1.1.13 Must provide User Training.
- 3.1.1.14 Software upgrades must be included in annual fee.
- 3.1.1.15 The inventory system should provide a way to modify existing asset fields and create custom fields by a system administrator or permissioned user.
- **3.1.1.16** The system must enable permissioned users to create new and modify existing asset categories.
- 3.1.1.17 The system should be able to send automatic alerts or reports via email.
- 3.1.1.18 The system must be able to import Microsoft Excel (xls/xlsx) and csy files.
- **3.1.1.19** The system must allow users to attach pictures and other files to asset records.
- **3.1.1.20** The system must be able to automatically generate a barcode number in a prescribed sequence (for example, by department, asset type, etc.)
- **3.1.1.21** The system's mobile application must be compatible with iOS- and Android-based smartphones and tablets. The mobile app must also be compatible with WinMobile and Android barcode scanners.
- **3.1.1.22** The mobile app must be able to sync with the web-based system to enable use when mobile device has no Internet connectivity.

3.1.1.23 The mobile app must allow users to create new assets, view/modify asset records, and complete inventory audits.

### 3.1.2 Reporting

- 3.1.2.1 The inventory system must provide a library of prebuilt inventory reports, such as current inventory available, inventory sold by date and inventory sold by customer.
- 3.1.2.2 Reports must be exportable to Microsoft Excel and PDF formats.
- **3.1.2.3** Must be able to create quarterly 3040 reports from information entered for federal distribution documents.
- **3.1.2.4** Must be able to create quarterly "Homeless and Needy" reports for federal property donated to eligible organizations designated as aiding the homeless and needy. Report should include fields for name of providers who received property, number of persons served at each provider (with total for the reporting period), value of property received (with total for the reporting period), and description of property.

#### 3.1.3 User Accounts

- **3.1.3.1** Must have a minimum of 12 user accounts with different access levels that can be changed by an in-house system administrator.
- **3.1.3.2** System administrator must be able to adjust permissions for users to restrict access to application. Permissions must be able to be configured to allow read-only rights or to hide sensitive field information. Must be able to control access to reports for any users.

### 3.1.4 Accessibility

- **3.1.4.1** Software inventory system must be accessible through mainstream tablets and smartphones.
- **3.1.4.2** The inventory system must be web based, accessible using Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox web browsers.

#### 3.1.5 Installation

- **3.1.5.1** Vendor must perform programming of 5 wireless scanners. Wireless scanner function will relate to invoicing of both state and federal surplus property items where scanning of an item's bar code performs any necessary updates to corresponding property record in the inventory system database. In addition, system will generate inventory labels for incoming property items whose information is imported into the system from the Excel spreadsheet process, and the bar code on label corresponds to the newly-created database record for each piece of property.
- 3.1.5.2 Vendor must provide installation, training and maintenance of system.

### 3.1.6 Invoicing

- **3.1.6.1** System must have the ability to generate invoices using the eligibility accounts and must have the ability to create distribution documents for federal property donations.
- **3.1.6.2** Must be able to invoice the public and save the public customers' information for future invoicing

#### 3.1.7 Barcode Scanners

- 3.1.7.1 Must have the ability to scan anywhere on a 5-acre lot.
- 3.1.7.2 Scanners must be handheld, wireless, and have Android or WinMobile operating system.
- 3.1.7.3 Must have barcode printer which prints barcodes from inventory system.

### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. Vendor will be required to provide this information before Purchase Order is issued.

Vendor should provide with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide this information before the Purchase Order is issued.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by completing the Bidder name, base bid and listing three references. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded buy the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### 6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

State Agency for Surplus Property 2700 Charles Avenue Dunbar, WV 25064

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

#### **8 ATTACHMENTS:**

A: Pricing Page

B: WV Surplus Property current Inventory System Flowchart Shows how the current system flows

C: WV Surplus Property current Public Sales Invoice
Shows the information that is captured on a public sales invoice

D: "AS IS, WHERE IS" Statement and Signature Line Must print out on Public Invoices

E: WV Surplus Property current Negotiated Sales Invoice
Shows the information that is captured on an eligible organization invoice

F: Federal Distribution Document
Shows what the federal distribution document must look like

G: New Warehouse Floorplans
To assist potential bidders in bid preparation

### **BID FORM**

Dated: 11 30 2015
(Bidder to insert date bid submitted)

SUBMITTED BY:

WES DATH LORPORATION

(hereinafter called "Bidder")

SUBMITTED TO:

State of West Virginia

**Department Of Administration** 

Purchasing Division

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

# INVENTORY SYSTEM, BARCODE SCANNERS RELATED HARDWARE, INSTALLATION, MAINTENANCE AND WARRANTY FOR THE WV STATE AGENCY FOR SURPLUS PROPERTY

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:	SIXTY-FIVE	THOUSAND	DOLLARS	
	000.00			

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

If awarded contract on Base Bid, I (we) agree to perform the work including base bid to substantial completion (or beneficial occupancy) in 60 days following the date of Owner's Notice To Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion.

RESPECTFULLY SUBMITTED	P	ESP	EC	ſFU	LL	Y	SU	BN	117	TED)	-
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SIGNATI IDE.

Signature In Ink

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ATE: U 30/20/5

NAME: GORDON BENDETT

References: Reference Name: Position: CHEDAULT RD, FRANK FORT, KY 40601 Address: Telephone Number: Project Name: Project Description: References: Reference Name: Position: OLD HIGHWAYS, ARDEN HILLS, MN 55112 Address: Telephone Number: SURPLUS APPHICATION (SINCE 2009) Project Name: Project Description: References: Reference Name: Position: 13800 SOUTH DRAPER UT SYOLD Address:

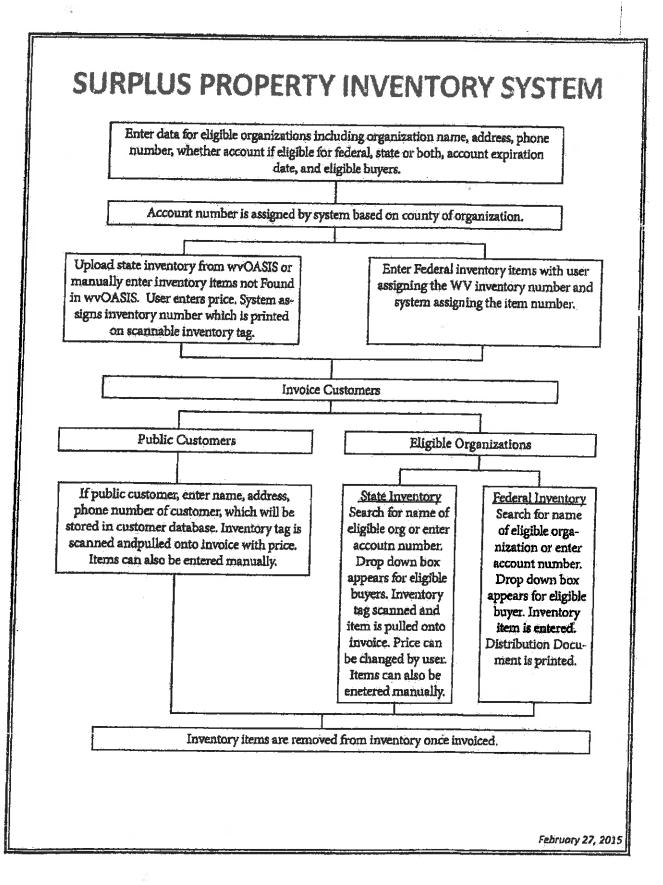
END OF BID FORM

Telephone Number:

Project Description:

Project Name:

KATION (SINCE Z610)



# Surplus Property

li	unts Administration Reports Users Guide (Log Out)
Create Invoice - Sales To	Public
Invoice#:	[new]
* Sale Date:	03/02/2015
* Buyer:	Production on Parameters and transmission between productions desirables and appropriate and a
Payment Type:	<none></none>
* Address:	
* City:	g dem stage stages of the stage
* State:	WEST VIRGINIA
* Zip:	
Phone:	The distribution of the control of t
Direct Pickup:	D .
Include Sales Tax?	₽ <b>I</b>
Subtotal:	\$0.00
Tax Amount:	\$0.00
Invoice Total:	\$0.00
	Approximation of the control of the
Comment:	
	977 All
	Age on Spice
Invoice Items	
Note: Tag numbers must be	formatted properly according to: 4-digit year, 2-digit month, 4 digit sequence number, portable). Example Tag Number: 2008070099R or 2008-07-0099R
Tag Number:	Get Item
Description:	
Sale Price:	A property of the second secon
Add Item To Invoice	Clear
Create Invoice	

I UNDERSTAND THAT PROPERTY LISTED HEREON IS SOLD "AS IS, WHERE IS" WITH NO WARRANTY, EXPRESSED OR IMPLIED STATE OF WEST VIRGINIA TAKES NO RESPONSIBILITY AS TO THE CONDITION, COMPLETENESS, OR OPERABILITY OF PROPERTY. NO EXCHANGES OR RETURNS. ALL SALES ARE FINAL.

SIGNATURE:

# Surplus Property

Invoice#:	[new]
* Sale Date:	03/02/2015
* Account#:	Get Account
Agency:	VOLUMENT.
Buyer:	
Address:	
City:	
Zip;	
County:	
Phone:	
Direct PickUp:	t≅, •
ayment Type:	<none></none>
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#### Exhibit F

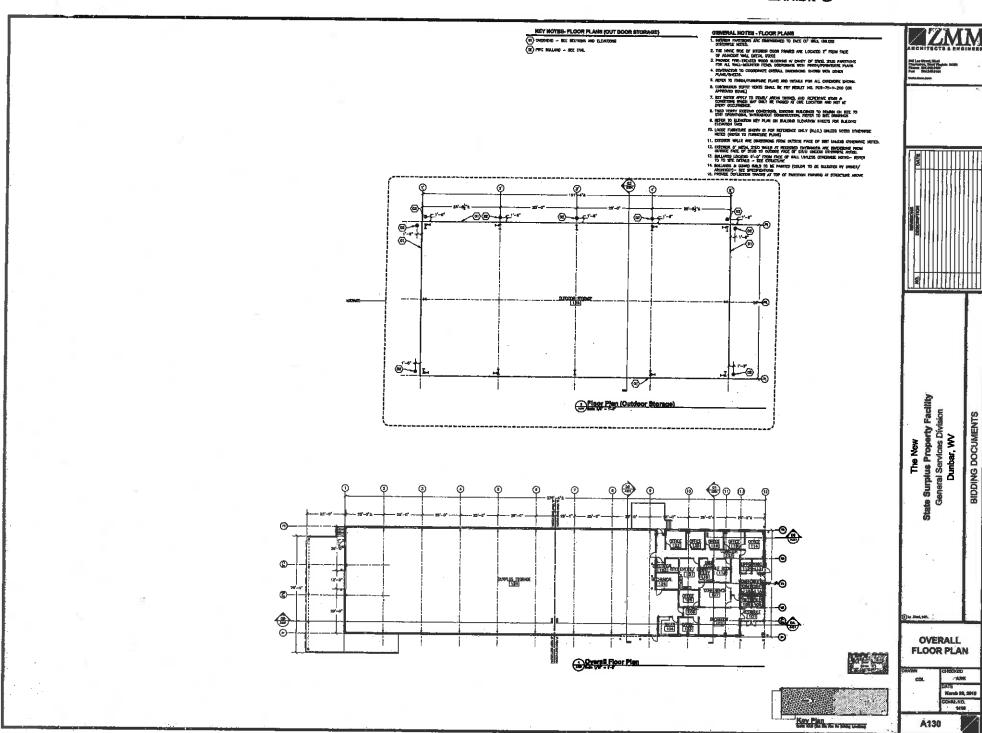
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EST VIRGINIA										
NUMBER	FSN	TEM	DECONTRACT				<b>ACQUISITION</b>			· · · · · · · · · · · · · · · · · · ·
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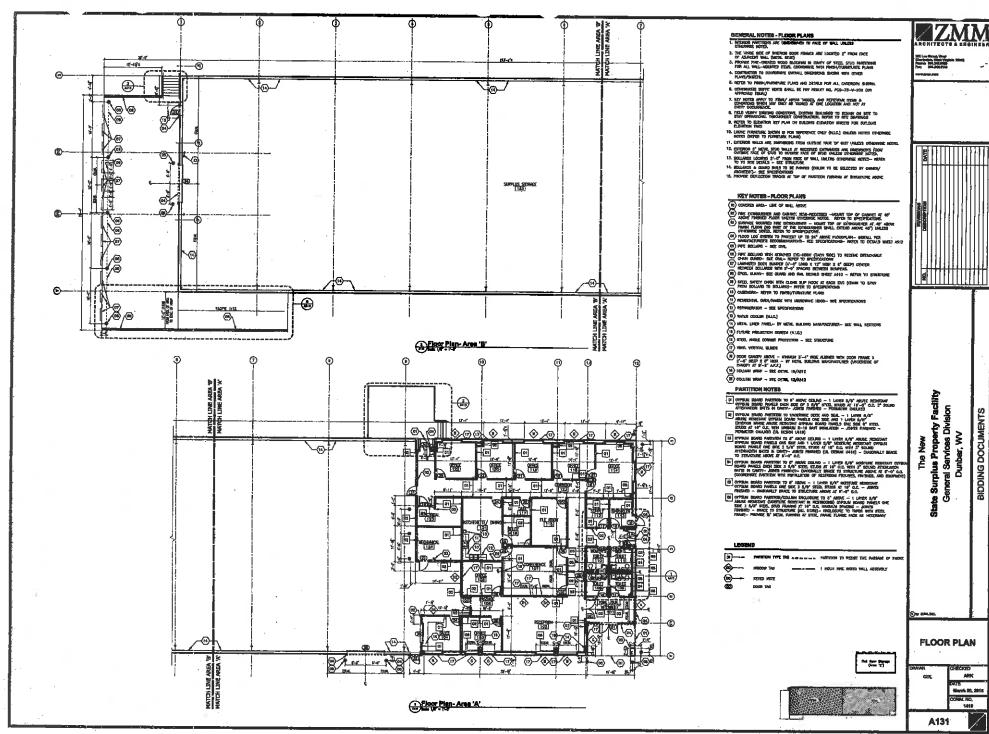
Being the doly authorized agent of the above Donce, I accept the property listed above and on the continuation sheet(s) where appropriate, and commit the Donce to the certifications, terms, and conditions printed on the neverse side of this document and invoice and agree to pay the service charges as indicated above as pro-rated share cost for the transportation and handling.

1	NOTE
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į	For Federal Beau(s) with Acquisition cost(s) of \$5,800 or more, please note special instructions on the reverse side of this
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#### State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable

	Total to total tot
* * * * * * * * * * * * * * * * * * *	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. 	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. 	Application is made for 2.5% vandor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an attiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
<u>.</u> ≻	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

and minority-owned business.

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

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

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

	Signed
Date: 1/30/2015	Title: CAD

RFQ No. SUR160000000

## STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or fallure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WEB DATA CO	appration	1	
Authorized Signature:	n	Date: 11/35/2015	_
State of			
County of, to-wit:			
Taken, subscribed, and sworn to before me this	s day of	, 20	
My Commission expires	, 20		
AFFIX SEAL HERE	NOTARY PUBLIC		_

Purchasing Affidavit (Revised 07/01/2012)

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

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.

(Chec	k th	e bo	ox next to each addendum	receive	i)	
	[	]	Addendum No. 1	[	]	Addendum No. 6
	ĺ	J	Addendum No. 2	Ľ	]	Addendum No. 7
	[	]	Addendum No. 3	Į	]	Addendum No. 8
	[	]	Addendum No. 4	1	]	Addendum No. 9
	ſ	]	Addendum No. 5	E	1	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

11/35/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  $Revised \, 6/8/2012$ 

# SOLICITATION NUMBER: SUR1600000001 Addendum Number: 1

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

Applicable	Adde	ıdum	Categ	gory:
		I	• •	

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

#### **Description of Modification to Solicitation:**

Addendum # 1

To postpone the bid opening to 10/28/2015 at 1:30PM.

No further 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



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

## State of West Virginia Request for Quotation

	Proc Folder: 134451					
	Doc Description: Addendum 1 Federal and State Inventory System					
	Proc Type: Central Purch	ase Order				
Date Issued	Solicitation Closes	Solicitation No	Version			
2015-10-13	2015-10-28 13:30:00	CRFQ 0214 SUR1600000001	2			

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR			
Vendor Name, Address and Telepl	hone Number:	 <del>-</del>	
1			

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

laura.e.hooper@wv.gov

Signature X FEIN #
All offers subject to all terms and conditions contained in this solicitation

FEIN# 33-079 2400

DATE 1/30/2015

Page: 1

#### ADDITIONAL INFORMAITON:

#### Addendum # 1

postpone the bid opening to 10/28/2015 at 1:30PM.

No further changes.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SER	VICES MANAGER		
DEPARTMENT OF ADM	MINISTRATION	STATE OF WEST VIRG	GINIA
SURPLUS PROPERTY		IN CARE OF SURPLUS	SPROPERTY
2700 CHARLES AVE		2700 CHARLES AVENU	UE
DUNBAR	WV25064-2236	DUNBAR	WV 25064
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

#### SCHEDULE OF EVENTS

3

Event Date
Question Submission Deadline 5:00PM Event Date
2015-10-02

	Document Phase	Document Description	Page 3
SUR1600000001	Final	Addendum 1 Federal and State I nventory	of 3
		System	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

## State of West Virginia Request for Quotation

\_

Р	roc Folder: 134451					
•	Doc Description: Addendum 2 Federal and State Inventory System					
P	roc Type: Central Purch	ase Order				
Date Issued	Solicitation Closes	Solicitation No	Version			
2015-10-22	2015-11-17 13:30:00	CRFQ 0214 SUR1600000001	3			

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR	
Vendor Name, Address and Telephone Number:	
In the second se	
TS.	

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

laura.e.hooper@wv.gov

Signature X

Sovo

CEIN +

33-099 24-00

DATE 11 30/2015

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

#### Addendum # 2

postpone the bid opening date to 11/17/2015 1:30PM

#### No further changes

INVOICE TO		SHIP TO	
ADMINISTRATIVE SEF	VICES MANAGER		
DEPARTMENT OF ADI	MINISTRATION	STATE OF WEST VIRGI	INIA
SURPLUS PROPERTY		IN CARE OF SURPLUS	PROPERTY
2700 CHARLES AVE		2700 CHARLES AVENU	E
DUNBAR	WV25064-2236	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

#### SCHEDULE OF EVENTS

	Document Phase	Document Description	Page 3
SUR1600000001	Final	Addendum 2 Federal and State I nventory	of 3
		System	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: SUR1600000001 Addendum Number: 2

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
[	1	Modify specifications of product or service being sought
]	ı	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	1	Correction of error
[	J	Other

#### Description of Modification to Solicitation:

To postpone the bid opening date to 11/17/2015 1:30PM No further 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.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

**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.

(Chec	k th	e bo	ox next to each addendum	received	1)	
	[	]	Addendum No. 1	[	}	Addendum No. 6
	Į	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	ſ	1	Addendum No. 5	ſ	1	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

1 3 5 20/5

Date

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

Revised 6/8/2012



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

## State of West Virginia Request for Quotation

 
 Proc Folder: 134451

 Doc Description: Addendum 3 Federal and State Inventory System

 Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-11-06
 2015-11-24 13:30:00
 CRFQ
 0214 SUR1600000001
 4

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR		
Vendor Name, Address and Telephone Number:		

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468

laura.e.hooper@wv.gov

Signature X

FEIN#

33-0792400

DATE

11 30 201

#### ADDITIONAL INFORMAITON:

#### Addendum #3

postpone the bid opening date to 11/24/2015 1:30PM

#### No further changes

	SHIP TO	
MANAGER		
RATION	STATE OF WEST VIRO	
	IN CARE OF SURPLUS	3 PROPERTY
	2700 CHARLES AVENU	UE
WV25064-2236	DUNBAR	WV 25064
	US	
	RATION	MANAGER RATION STATE OF WEST VIROUS IN CARE OF SURPLUS 2700 CHARLES AVENUE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA	•	

Comm Code	Manufacturer	Specification	Model #	
43230000	1 2 2 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

#### SCHEDULE OF EVENTS

9Event DateQuestion Submission Deadline 5:00PM2015-10-02

	Document Phase	Document Description	Page 3
SUR1600000001	Final	Addendum 3 Federal and State I nventory	of 3
		System	L

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

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.

Cne	ck tn	e be	ox next to each addendum	receive	d)	
	[	]	Addendum No. 1	1	]	Addendum No. 6
	[	]	Addendum No. 2	1	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	ſ	1	Addendum No. 5	г	1	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

11/36/205

Date

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

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1600000039

**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.

(Cnec	Check the box next to each addendum received)						
	[	]	Addendum No. 1	[	]	Addendum No. 6	
	[	]	Addendum No. 2	[	]	Addendum No. 7	
	1	]	Addendum No. 3	[	]	Addendum No. 8	
	[	]	Addendum No. 4	[	]	Addendum No. 9	
	[	]	Addendum No. 5	]	]	Addendum No. 10	

Addendum Numbers Received:

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

Company

Authorized Signature

11 | 35 | 205

Date

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

### SOLICITATION NUMBER: SUR1600000001 Addendum Number: 3

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:

[ w		Modify bid opening date and time
Į.	J	Modify specifications of product or service being sought
[	1	Attachment of vendor questions and responses
ĺ	1	Attachment of pre-bid sign-in sheet
ĺ	1	Correction of error
1	ı	Other

#### Description of Modification to Solicitation:

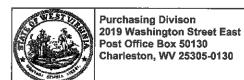
To postpone the bid opening date to 11/24/2015 1:30PM

No further 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.



## State of West Virginia Request for Quotation

1	Proc Folder: 134451							
	Doc Description: Addend	lum 4 - Federal and State Inventory System						
Proc Type: Central Purchase Order								
Date Issued	Solicitation Closes	Solicitation No	Version					

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR		
Vendor Name, Address and Telephone Number:		
P: N2A		

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468 linda.b.harper@wv.gov

\_\_\_\_\_

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

33-0792400

DATE

1 30 2015

#### ADDITIONAL INFORMATION:

#### Addendum #4

To postpone the bid opening date to 12/08/2015 1:30PM

nodify the buyer contract information to Linda Harper, Senior Buyer, email: Linda.B.Harper@wv.gov

INVOICE TO		SHIP TO	
ADMINISTRATIVE SER	/ICES MANAGER		
DEPARTMENT OF ADM	INISTRATION	STATE OF WEST VIRG	GINIA
SURPLUS PROPERTY		IN CARE OF SURPLUS	S PROPERTY
2700 CHARLES AVE		2700 CHARLES AVEN	UE
DUNBAR	WV25064-2236	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000	•			

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

#### SCHEDULE OF EVENTS

Line Event Date

Oversion Submission Possible 5:00FM 2015 40.00

Question Submission Deadline 5:00PM 2015-10-02

	Document Phase	Document Description	Page 3
SUR160000001	Final	Addendum 4 - Federal and State Inventory	of 3
		System	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### SOLICITATION NUMBER: CRFQ – SUR1600000001 Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000039 ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

[ X ]	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
[X]	Other

#### **Description of Modification to Solicitation:**

- 1. To postpone the bid opening date and time to 12/08/2015 1:30 p.m.
- 2. To modify the buyer contact information to:

Linda Harper, Senior Buyer

Email: Linda.B.Harper@wv.gov

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.



## State of West Virginia Request for Quotation

 Proc Folder: 134451

 Doc Description: Addendum 5 - Federal and State Inventory System

 Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-11-25
 2015-12-08
 CRFQ
 0214 SUR1600000001
 6

BIU	REC	EIVI	NG	LOCA	TION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

**CHARLESTON** 

WV

25305

US

VENDOR		
Vendor Name, Address and Telephone Number:		

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468 linda.b.harper@wv.gov

offers subject to all terms and conditions contained in the

FEIN# 33-079 2400

DATE 11/30 2015

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

#### ADDITIONAL INFORMATION:

#### Addendum # 5

To publish the vendor questions and responses.

publish modifications made to the Specifications, Pricing Page, and General Terms and Conditions as listed in the vendor questions and responses.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SER DEPARTMENT OF ADI SURPLUS PROPERTY	MINISTRATION	STATE OF WEST VIR	
2700 CHARLES AVE		2700 CHARLES AVEN	IUE
DUNBAR	WV25064-2236	DUNBAR	WV 25064
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### **Extended Description:**

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

#### SCHEDULE OF EVENTS

. 9

Event Date

Oversion Submission Panelline 5:00PM

Question Submission Deadline 5:00PM 2015-10-02

	Document Phase	Document Description	Page 3
SUR1600000001	Final	Addendum 5 - Federal and State Inventory	of 3
		System	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1600000039

**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.

(Chec	k th	e bo	ox next to each addendum	receive	d)	
	[	]	Addendum No. 1	[	]	Addendum No. 6
	[	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	}	Addendum No. 4	[	]	Addendum No. 9
	Γ	1	Addendum No. 5	ſ	1	Addendum No. 10

Addendum Numbers Received:

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

Company

Authorized Signature

Date

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

### SOLICITATION NUMBER: CRFQ – SUR1600000001 Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000039 ("Solicitation") to reflect the change(s) identified and described below.

Applicable	Addendum	Category:
------------	----------	-----------

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

#### **Description of Modification to Solicitation:**

- 1. To publish the vendor questions and responses.
- 2. To publish modifications made to the Specifications, Pricing Page, and General Terms and Conditions as listed in the vendor questions and responses.

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

#### Terms and Conditions:

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

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

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)								
	[	]	Addendum No. 1	E	]	Addendum No. 6		
	Į	]	Addendum No. 2	]	1	Addendum No. 7		
	]	]	Addendum No. 3	I	]	Addendum No. 8		
	[	]	Addendum No. 4	1	]	Addendum No. 9		
	Į.	]	Addendum No. 5	ľ	]	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.

Company

Authorized Signature

U/35/2075

Date

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

#### CERTIFICATIONAND SIGNATURE PAGE

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

(Company)

(Authorized Signature) (Representative Name, Title)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

### SOLICITATION NUMBER: CRFQ – SUR1600000001 Addendum Number: 6

The purpose of this addendum is to modify the solicitation identified as CRFQ SUR1600000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Categor	v:
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[	]	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
[ ]	<b>K</b> 1	Other

### **Description of Modification to Solicitation:**

1. To Clarify Answer to Question 2 in the Vendor Questions/Agency Response regarding "Please see the commodity Lines in wvOASIS, which have been revised to add annual support and maintenance renewals."

The commodity lines for annual support and maintenance will be added upon award in wvOASIS. Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Services (VSS). Vendors should download the Exhibit "A" Pricing Page — Revised Addendum 5 that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Page – Revised Addendum 5 in their entirety with your bid prior to the scheduled bid opening date and time.

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

### **Terms and Conditions:**

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

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SUR1600000001

**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.

<u>Addendum</u>	<u>Numbers</u>	Received:
(Check the k	ov nevt to	each adde

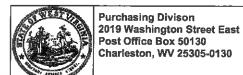
(Check the box next to each addendum received)

[	]	Addendum No. 1	[	]	Addendum No. 6
[	]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

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



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



### State of West Virginia Request for Quotation

 Proc Folder: 134451

 Doc Description: Addendum 6 - Federal and State Inventory System

 Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-11-30
 2015-12-08
 CRFQ
 0214 SUR1600000001
 7

### **BID RECEIVING LOCATION**

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR			
Vendor Name, Address and Telephone Number:	124	 	

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468

linda.b.harper@wv.gov

Signature X

FEIN # 33 079 240

DATE 11 30 205

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

### ADDITIONAL INFORMAITON:

#### Addendum #6

Clarify Answer to Question 2 of Vendor Questions/Agency Response regarding the commodity Lines in wvOASIS.

J. commodity lines for annual support and maintenance will be added upon award in wvOASIS. Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the States wvOASIS Vendor Self Services (VSS). Vendors should download the Exhibit A Pricing Page Revised for Addendum 5 that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

If unable to respond online Vendor must submit the Exhibit A Pricing Page Revised for Addendum 5 in their entirety with your bid prior to the scheduled bid opening date and time.

INVOICE TO		SHIP TG	
ADMINISTRATIVE SEF	RVICES MANAGER		
DEPARTMENT OF ADI	MINISTRATION	STATE OF WEST VIRO	GINIA
SURPLUS PROPERTY		IN CARE OF SURPLUS	S PROPERTY
2700 CHARLES AVE		2700 CHARLES AVEN	UE
DUNBAR	WV25064-2236	DUNBAR	WV 25064
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inventory System, Installation, Maintenance and Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43230000				

#### **Extended Description:**

### SCHEDULE OF EVENTS

		The state of the s
<u>Line</u>	<u>Event</u>	Event Date
1	Question Submission Deadline 5:00PM	2015-10-02

<sup>&#</sup>x27; mp-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

	Document Phase	Document Description	Page 3
SUR1600000001	Final	Addendum 6 - Federal and State Inventory	of 3
		System	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Agency for Surplus Property to establish a contract for the one time purchase of a software inventory system, barcode scanner, related hardware and the installation, training and maintenance thereof. The system will be used to store information on eligible organizations and expiration dates on eligible accounts. The system will be used to track state and federal inventory and will also be used as an invoicing system.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means "Software Inventory System" as more fully described by these specifications.
  - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit "A", upon which Vendor should list its proposed price for the Contract Items.
  - **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.
  - 2.4 "Eligible Organization" refers to tax-supported medical institutions, hospitals, clinics, fire departments, rescue squads, health centers, school systems, schools, colleges and universities within the state, and to other nonprofit medical institutions, hospitals, clinics, volunteer fire departments, volunteer rescue squads, health centers, schools, colleges and universities within the state which have been held exempt from taxation under the Internal Revenue Code of 1986, as amended. In order to remain classified as an eligible organization, fire departments must renew their registration every year, while other organizations must renew every three years.
  - 2.5 "State Inventory" means inventory that has been retired from state agencies.
  - **2.6 "Federal Inventory"** means inventory that comes from the federal government and is donated to WVSASP for allocation to eligible organizations.

### 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Inventory System

- **3.1.1.1** System must be able to track federal and state inventory and create federal distribution documents and state invoices generated from this inventory system.
- **3.1.1.2** Must be able to store up to at least 100,000 inventory items with the option to expand the system's data-storage abilities at a later date, if it becomes necessary.
- 3.1.1.3 Must have the capability of printing bar codes that can be printed and attached to inventory items for identification and point-of-sale purposes.
- **3.1.1.4** Must have the ability to search and recall inventory records at a minimum by tag, retirement ID, asset ID, date received, asset description, serial number, asset name, model information, year, and price.
- **3.1.1.5** System must have the ability to sort contacts through search and folder/group creation of at least 1,500 eligible organization accounts with organization name, contact names, authorized representative, county, address, phone number, e-mail address, eligibility expiration date, license expiration date and type of eligibility of account (state, federal, both), and whether they are designated as a "Homeless and Needy Assistor," indicating the eligible organization provides assistance to the homeless and needy and recording any donations made by the WVSASP.
- **3.1.1.6** Must be compatible with Windows 7.
- **3.1.1.7** System software must reside and operate from the agency's Microsoft Windows Server 2012 R2 -based data server located onsite in Dunbar, West Virginia. The database back-end must be supported on Microsoft SQL 2012.
- **3.1.1.8** System's back-end database must have the capability to be backed up to a remote server location.
- **3.1.1.9** System's graphical user interface must allow users to log into the system using a web-based platform.

- **3.1.1.10** Must track and record three- or one-year eligibility period and basic registration history with notification of registration expiration.
- **3.1.1.11** Must offer at least a 3-year warranty on hardware.
- 3.1.1.12 Must provide phone-based customer support at minimum, Monday Friday from 8am to 5 pm EST.
- 3.1.1.13 Must provide User Training.
- 3.1.1.14 Software upgrades must be included in annual fee.
- 3.1.1.15 The inventory system should provide a way to modify existing asset fields and create custom fields by a system administrator or permissioned user.
- **3.1.1.16** The system must enable permissioned users to create new and modify existing asset categories.
- **3.1.1.17** The system should be able to send automatic alerts or reports via email.
- 3.1.1.18 The system must be able to import Microsoft Excel (xls/xlsx) and csy files.
- **3.1.1.19** The system must allow users to attach pictures and other files to asset records.
- **3.1.1.20** The system must be able to automatically generate a barcode number in a prescribed sequence (for example, by department, asset type, etc.)
- **3.1.1.21** The system's mobile application must be compatible with iOS- and Android-based smartphones and tablets. The mobile app must also be compatible with WinMobile and Android barcode scanners.
- **3.1.1.22** The mobile app must be able to sync with the web-based system to enable use when mobile device has no Internet connectivity.

**3.1.1.23** The mobile app must allow users to create new assets, view/modify asset records, and complete inventory audits.

### 3.1.2 Reporting

- **3.1.2.1** The inventory system must provide a library of prebuilt inventory reports, such as current inventory available, inventory sold by date and inventory sold by customer.
- 3.1.2.2 Reports must be exportable to Microsoft Excel and PDF formats.
- **3.1.2.3** Must be able to create quarterly 3040 reports from information entered for federal distribution documents.
- **3.1.2.4** Must be able to create quarterly "Homeless and Needy" reports for federal property donated to eligible organizations designated as aiding the homeless and needy. Report should include fields for name of providers who received property, number of persons served at each provider (with total for the reporting period), value of property received (with total for the reporting period), and description of property.

### 3.1.3 User Accounts

- 3.1.3.1 Must have a minimum of 12 user accounts with different access levels that can be changed by an in-house system administrator.
- **3.1.3.2** System administrator must be able to adjust permissions for users to restrict access to application. Permissions must be able to be configured to allow read-only rights or to hide sensitive field information. Must be able to control access to reports for any users.

### 3.1.4 Accessibility

- **3.1.4.1** Software inventory system must be accessible through mainstream tablets and smartphones.
- **3.1.4.2** The inventory system must be web based, accessible using Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox web browsers.

### 3.1.5 Installation

- **3.1.5.1** Vendor must perform programming of 5 wireless scanners. Wireless scanner function will relate to invoicing of both state and federal surplus property items where scanning of an item's bar code performs any necessary updates to corresponding property record in the inventory system database. In addition, system will generate inventory labels for incoming property items whose information is imported into the system from the Excel spreadsheet process, and the bar code on label corresponds to the newly-created database record for each piece of property.
- 3.1.5.2 Vendor must provide installation, training and maintenance of system.

### 3.1.6 Invoicing

- **3.1.6.1** System must have the ability to generate invoices using the eligibility accounts and must have the ability to create distribution documents for federal property donations.
- **3.1.6.2** Must be able to invoice the public and save the public customers' information for future invoicing

### 3.1.7 Barcode Scanners

- **3.1.7.1** Must have the ability to scan anywhere on a 5-acre lot.
- **3.1.7.2** Scanners must be handheld, wireless, and have Android or WinMobile operating system.
- **3.1.7.3** Must have barcode printer which prints barcodes from inventory system.

### 4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Renewal options may be initiated by the Agency, agreed to by the Vendor, and processed by the West Virginia Purchasing division as Change Orders for subsequent years.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to

agree to or accept as a part of this solicitation. Vendor will be required to provide this information before Purchase Order is issued.

Vendor should provide with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide this information before the Purchase Order is issued.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by completing the Bidder name, base bid and listing three references. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded buy the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### 6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (90) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

State Agency for Surplus Property 2700 Charles Avenue Dunbar, WV 25064

- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
  - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

### **8 ATTACHMENTS:**

- A: Pricing Page
- B: WV Surplus Property current Inventory System Flowchart Shows how the current system flows
- C: WV Surplus Property current Public Sales Invoice Shows the information that is captured on a public sales invoice
- D: "AS IS, WHERE IS" Statement and Signature Line Must print out on Public Invoices
- E: WV Surplus Property current Negotiated Sales Invoice Shows the information that is captured on an eligible organization invoice
- F: Federal Distribution Document
  Shows what the federal distribution document must look like
- **G:** New Warehouse Floorplans
  To assist potential bidders in bid preparation

- 3.9 Licensee agrees to pay annual maintenance and support costs in an amount of \$10,000 upon execution of this agreement and annually thereafter for a minimum period of five years.
- 3.10 Any non-payment of annual maintenance and support costs shall constitute grounds for termination of the license and this Agreement by Licensor.

#### 4. OWNERSHIP.

- 4.1 The Owner of the State Surplus Property Software application is the University of Arizona and the owner of the Federal Surplus Application is Web Data Corporation. The exclusive distributor of the Software is Web Data Corporation (Licensor). Subject to the licenses granted herein, Owner retains all right, title and interest in and to the Software, including all Intellectual Property Rights therein and thereto for the application and any modifications and additions made to it. Licensee acknowledges that the licenses granted herein do not provide Licensee with title to or ownership of the Software, but only the rights set forth herein. No rights are granted other than the rights expressly set forth herein.
- 4.2 In the event that Licensee commissions one or more custom add-ons or modules to be added to the Software, Licensee shall have the right to use such add-ons or modules without any additional license fees other than the costs of development.

#### 5. WARRANTIES.

- 5.1 Licensor warrants that the Software will perform without bugs for the life of its use, provided that no third party has made any alteration to any part of the Software or database design, and provided that Licensee makes available the hardware recommended for its use.
- 5.2 In the event that any third-party modifications are made to the software, the Licensor's warranty will become null and void and Licensee will be required to pay Licensor its prevailing hourly rate for any future fixes.

#### 6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. "Confidential Information" means any nonpublic and proprietary information or materials relating to a party's marketing business or technology which the disclosing party marks as "confidential" at the time of disclosure or confirms in writing is confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. The terms and conditions (but not the existence) of this Agreement shall be deemed Confidential Information of each party. Notwithstanding the foregoing, Confidential Information does not include, and nothing in this Agreement shall prohibit or limit either party's use of, information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which was not, to the receiving party's knowledge, under an obligation to the disclosing party not to disclose such information, or

- (iv) which is or becomes publicly available through no breach by the receiving party of this Agreement.
- 6.2 Protection of Confidential Information. During the terms of this Agreement and for a period of seven (7) years after initial disclosure, neither party will provide, disclose or otherwise make available to any third party any of the disclosing party's Confidential Information. Except as expressly provided herein, the receiving party will not use or disclose such Confidential Information without the disclosing party's prior written consent, except to the receiving party's employees or consultants on a need-to-know basis, provided that any such consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section 6. In addition to the foregoing nondisclosure obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving party shall return all Confidential Information promptly upon the request of the disclosing party or upon termination of this Agreement.
- 6.3 Equitable Remedy. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of such party's Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, each party shall be entitled to seek any injunctive relief that may be appropriate to prevent such unauthorized use or disclosure.
- 6.4 Indemnification. Each party agrees to be responsible for liability arising from its own acts or omissions and those of its officers, employees, and agents.

### 7. TERM AND TERMINATION.

- 7.1 Term. This Agreement is effective as of the Effective Date, and will continue in effect in perpetuity unless earlier terminated pursuant to this Section 3.10 above or Section 7.
- 7.2 Termination by Licensor. Licensor may terminate this Agreement, including the licenses granted under Section 2, only if (i) Licensee fails to make payment under Section 3 or (ii) Licensee materially breaches Section 2.1; and, in the case of any occurrence of an event described in either subsection (i) or subsection (ii) of this sentence, such failure is not cured within sixty (60) days of written notice thereof. Notwithstanding anything herein to the contrary, Licensor may not terminate this Agreement, or the licenses granted under Section 2, for any other reason. However, nothing herein shall prevent Licensor from seeking an injunction or money damages with respect to any breach of this Agreement.
- 7.3 Termination by Licensee. Licensee may terminate this Agreement if Licensor materially breaches this Agreement and such breach has not been cured within sixty (60) days after written notice thereof.

- 7.4 Effect of Termination. Without limiting any other rights and remedies available to the terminating party, upon termination of this Agreement, all licenses granted to Licensee hereunder shall terminate and all payment obligations due to Licensor after the effective date of termination shall terminate.
- 7.5 Survival. Articles 3, 4, and 8, and Sections 6.1, 6.2, 6.3, and 6.4, as well as any accrued but unpaid payment obligations, shall survive the termination of this Agreement.

#### 8. LIMITATION OF LIABILITY.

8.1 LICENSOR'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT OR FOR BREACH HEREOF FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE ACKNOWLEDGES THAT FEES AGREED UPON BY LICENSOR AND LICENSEE ARE BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### 9. GENERAL.

- 9.1 Independent Contractor Status. Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- 9.2 Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous oral or written understandings or agreements among the parties which relate to the subject matter hereof. No modification or amendment of this Agreement or any of its provisions shall be binding upon any party unless made in writing and duly executed by authorized representatives of all parties.
- 9.3 Assignment. Neither party may assign or transfer, whether voluntarily, by operation of law, nor otherwise, any rights or delegate any duties under this Agreement without the prior written consent of the other party. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Notwithstanding the foregoing, both parties shall have the right to assign this Agreement to any successor to substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 9.4 Notices. All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing, and

shall be delivered by registered U.S. mail, postage prepaid (effective three (3) days after mailing) or sent by facsimile or electronic mail, with a confirmation copy simultaneously sent by U.S. mail, postage prepaid (effective upon transmission), at the addresses set forth on the signature page. Notice of change of address shall be given in the same manner as other communications.

- 9.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 9.61 Counterparts. This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF Licensee and Licensor, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WEB DATA CORPORATION. P.O. Box 428 Gordonsville, VA 22942

Phone: (520) 297-3623

ву:	
Name:	
Title:	
	(Licensee)
	(Address)
By:	
Name:	
Title:	

### **AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES**

#### between

[Licensee name Here]
(Hereinafter referred to as "Customer")
and
WEB DATA CORPORATION
(Hereinafter referred to as "Contractor")

- 1. Customer agrees to retain Contractor, and Contractor agrees to provide services to Customer upon the terms and conditions set forth in this Agreement.
- Contractor shall provide services for Surplus Property Software System, Customer Support and Software Maintenance and in doing so agrees to exercise Contractor's best efforts in completion of the described services. Details and exclusions to this Annual Maintenance contract are detailed in the attached Exhibit A.
- 3. The total annual cost to Customer for the performance of the services shall be \$10,000.00 (Ten Thousand Dollars). Payment shall be made within thirty (30) days after the Customer's receipt of Contractor's invoice. Vendor to invoice annually.

Name and address of individual Contractor:

WEB DATA CORPORATION P.O. Box 428 Gordonsville, VA 22942

Federal Tax I.D. Number:

#### 33-0792400

- 4. The initial term of the Agreement shall be three years from the date of this Agreement. This Agreement may be renewed for an additional three years upon mutual agreement of Customer and Contractor.
- 5. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. Termination of this agreement will deem the license to use the Surplus Property Software System also terminated.
- 6. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of Customer. Customer shall provide no employee benefits, including but not limited to worker's compensation coverage regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
- Contractor agrees to perform its services with the standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the Customer and Contractor shall be entitled to rely on such information. Contractor is hereby given notice that the Customer shall rely on the accuracy, competence, and completeness of Contractor's services in utilizing the results of such services.

- 8. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
- 9. The parties agree to submit all disputes arising hereunder to arbitration.
- 10. Contractor shall at all times keep the Customer free and clear from all claims, liens, and encumbrances asserted by any person or other entity for any reason whatsoever arising from the furnishing of services under this Agreement. Contractor shall indemnify, defend, and hold harmless the Customer from any and all claims, demands, suits, actions proceedings, loss, costs, and damages of every kind and description, including any attorney's fees or litigation expenses which may be brought or made against or incurred by the Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, or representatives in connection with or incident to the performance of this Agreement or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor. Contractor's obligation under this Section 10 shall not extend to any liability caused by the sole negligence of Customer.
- 11. Contractor shall submit an annual invoice in connection with the services performed and to be performed under this Agreement. This invoice shall be sent to:

[Licensee contact name and address here]

CHETOMED.

- 12. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this agreement for five (5) years after completion of this Agreement. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. §35-214.
- 13. This Agreement is not assignable without prior written approval of Customer; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void.
- 14. This Agreement is made under and shall be interpreted according to the laws of the [Customer's State here].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set out below.

COSTOWER.	CONTRACTOR:
Name and Title:	Name and Title:
Date:	Date:

### **Exhibit A**

Customer support services provided by Contractor as part of this Agreement include:

- 1. Telephone support Monday to Friday between 8:00 a.m. and 5:00 p.m. Mountain Standard Time (normal business hours). Calls to be made to (520) 297-3623.
- 2. 24/7 support by email to gordon@webdatacorporation.com
- 3. Response to support requests within 1 business day during normal business hours.
- 4. Customer will have free access to new modules and modifications made to the existing system structure. Customer will pay only for integration of these modules and modifications, which integration costs shall be provided to Customer prior to the commencement of work.
- 5. Customers will be notified of the availability of new modules and modifications.
- 6. Any bugs for work provided by Contractor will be corrected at no charge.
- 7. Contractor will charge for installation and integration of new modules and modifications at a rate of \$200 per hour. Contractor will provide a "not to exceed" estimate after the requirements have been determined and agreed by Customer and Contractor.
- 8. All other warranties remain in effect as described in the original license agreement.

### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "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.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "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.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
Term Contract
Initial Contract Term: This Contract becomes effective on upon award and extends for a period of One (1)
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to
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
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
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. 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.
- 7. 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 of 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.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of \$500,000.00 or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
<ol> <li>WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.</li> </ol>
<ul> <li>10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.</li> <li>11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of</li> </ul>
for
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.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. 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 § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. 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.
- 22. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. 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.

- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

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

- against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

### CERTIFICATIONAND SIGNATURE PAGE

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

(Company)

(Authorized Signature) (Representative Name, Title)

520 297 3623
(Phone Number) (Fax Number) (Date)

BID FORM - (Pricing Page)

Dated: 11/30/2015
(Bidder to insert date bid submitted)

SUBMITTED BY:

WEB DATA CORPORATION

(hereinafter called "Bidder")

**SUBMITTED TO:** 

State of West Virginia

**Department of Administration** 

**Purchasing Division** 

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

# INVENTORY SYSTEM, BARCODE SCANNERS, RELATED HARDWARE, INSTALLATION, MAINTENANCE AND WARRANTY FOR THE WV STATE AGENCY FOR SURPLUS PROPERTY

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty:	\$ 65,000 00
Year One Renewal of Annual Support and Maintenance Fee	s (0,000.00
Year Two Renewal of Annual Support and Maintenance Fee	s 10,000.00
Year Three Renewal of Annual Support and Maintenance Fee	\$ 10,000.00
OVERALL TOTAL COST:	\$ 95,000.00

Award based on Overall Total Cost. Renewal Options may be initiated by the Agency, agreed by the Vendor, and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

I (we) agree to perform the work to substantial completion (or beneficial occupancy) in 90 days following the date of Owner's Notice to Proceed.

RESPECTFUL	LY SUBMITTED:	
SIGNATURE:		DATE: 11/30/2015
Name:	GORPON BENNETT	
	Print	

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Agency for Surplus Property to establish a contract for the one time purchase of a software inventory system, barcode scanner, related hardware and the installation, training and maintenance thereof. The system will be used to store information on eligible organizations and expiration dates on eligible accounts. The system will be used to track state and federal inventory and will also be used as an invoicing system.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means "Software Inventory System" as more fully described by these specifications.
  - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit "A", upon which Vendor should list its proposed price for the Contract Items.
  - **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.
  - 2.4 "Eligible Organization" refers to tax-supported medical institutions, hospitals, clinics, fire departments, rescue squads, health centers, school systems, schools, colleges and universities within the state, and to other nonprofit medical institutions, hospitals, clinics, volunteer fire departments, volunteer rescue squads, health centers, schools, colleges and universities within the state which have been held exempt from taxation under the Internal Revenue Code of 1986, as amended. In order to remain classified as an eligible organization, fire departments must renew their registration every year, while other organizations must renew every three years.
  - 2.5 "State Inventory" means inventory that has been retired from state agencies.
  - **2.6 "Federal Inventory"** means inventory that comes from the federal government and is donated to WVSASP for allocation to eligible organizations.

### 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Inventory System

### **Web Data Corporation References**

Donovan Murphy
Division of Surplus Property
999 Chenault Road
Frankfort, KY 40601
(502) 573-4836
Donovan.Murphy@ky.gov

### Kentucky has used the State Surplus Application since 2008

Gary Thornton
Assistant Director
Division of Surplus Property
999 Chenault Road
Frankfort, KY. 40601
502-573-4836
Gary.Thornton@ky.gov

### Kentucky has used the Federal Surplus Application since 2009

Holly Gustner
Assistant Director
Fleet & Surplus Services
5420 Old Highway 8
Arden Hills, MN 55112
651-201-2514
holly.gustner@state.mn.us

### Minnesota has used the State Surplus Application since 2009

Dan R Martinez
Program Manager, Surplus Property
Division of Purchasing and General Services
447 West 13800 South Draper, Utah 84020
801-619-7219
danmartinez@utah.gov

Utah has used the State Surplus Application since 2006 Utah has used the Federal Surplus Application since 2010

# 3.1.1.1 System must be able to track federal and state inventory and create federal distribution documents and state invoices generated from this inventory system.

We actually have two separate but integrated systems, one for federal; the other for state. They were built that way in the days when the GSA required federal property to be in an isolated database. Both systems operate in a similar manner and manage different aspects of the data according to the types of surplus in each. For example, the federal application has specific data fields that are not necessary for the state surplus application. Note: With the completion of our new, browser-neutral tablet screens for key state and federal systems functions, a mixture of browsers and devices can be used to accommodate all user needs in this specifications document.

#### Tracking inventory begins with receiving.

Both systems have the ability to receive inventory using a wireless scanner device or recording inventory receipts in the main application. The scanner applications can also be used for automatically assigning batches of images to their respective inventory items; for uploading scanned inventory items to sales orders; for taking inventory and comparing the physical inventory with the inventory counts in the system; and for managing inventory location changes. Both state and federal scanner applications reside on a single device.

Federa	al Surplus Scanning App	lication
Receivings Federal	Receiving: Federal	Inventory: Federal
Scan Sor	Item No: Scan	Lecations A65
Manifest Number 9F123 Number Manifest Dota:	Manifost Number: SF123 Number: Manifost Date:	Inventory Sumber Quantity
Condition Select:	Item Central #:	A did
Unit A/C Total A/C	Stuck #: UDJ:	A65 112345 1
Description	Catagory: Select:	A65   12345   1   A65   23456   3
Location Select:	Sty D	
F Nember Salect:	VIV E	
Compliance Solect:   Year  Model	Unit Price	
VEN/BN	Milliot AC 0	
<< Back Usage	Delivery Fee 0   Next >>	4
( Main Menu	(iii) A salam salasing	(PUpdate)
First screen for receiving Federal	Second screen for receiving	Taking inventory.
property.	Federal property.	

Change Loc: Federal	Images: Federal	To Ortier: Federal
Location: 8587 and Inventory Number Quantity	Inventory Number	Inventory Number Quantity
1 Acd	Inventory Number	Order #
8587   122345   1   1587   123456   1	1236	12345 1 23456 6
(Pupdate)	(2) Moin Mona (2) Update	William Microsof
Scanning inventory moved to a new location.	Scanning inventory to upload	Scanning inventory to upload to
new location.	and match inventory images.	a sales order.
State	Surplus Scanning Applica	ation
Asset # A234580 Serial # EY36008120 Model # DC2055 Manufacturer	Soan  Qty / Received 1  Recycle / Trash	Service Name Cost Qty  Shade I I I I I I I I I I I I I I I I I I I
Scanning the barcoded manifests for receiving.	Making adjustments to received items.	Adding expenses to received items.
Let Number Inventory Number  Let # Enventory #   A004 206876 Delete A003 206875 Delete A002 206874 Delete A001 206879 Delete  Menu Secrete Stephen xponsen	Inventory Number    23455	Location Inventory Number  WH1  Location: Seventory #  Vivia 123458 Delete  Wivia 123458 Delete
Scanning lot and inventory numbers to auto-generate auction	Scanning list of items to upload for assigning images, adding to	Taking inventory by scanning the barcoded labels
lots	sales orders, etc.	

Once received into inventory each item's profile can be modified and maintained as needed.

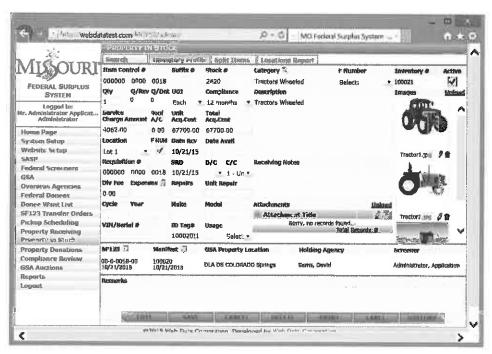


Fig. 1. Federal Inventory Profile details



Fig. 2. State Inventory Profile details.

Both systems have simple, intuitive point-of-sale screens that can operate with a tethered scanner or a wireless scanner that can upload scanned inventory items to the sales order:

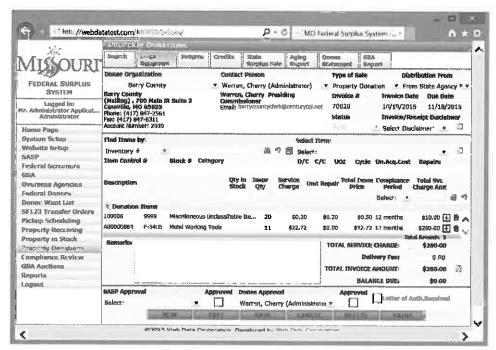


Fig. 3. Federal property distribution point-of-sale.

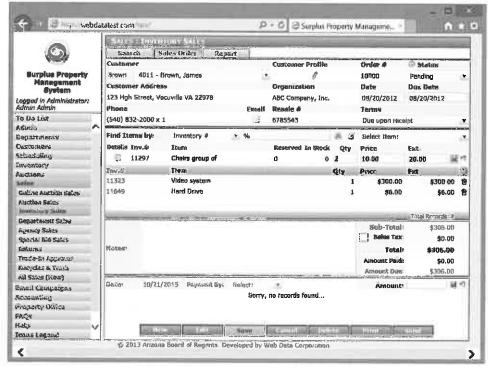


Fig. 4. State Surplus point-of-sale.

A typical federal invoice looks like this (all screenshots screen-shots have sample data):

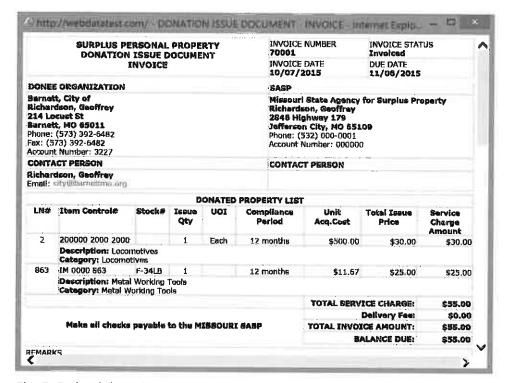


Fig. 5. Federal donation property invoice.



Fig. 6. State property sales invoice.

#### **Inventory Tracking Summary in the Federal System:**

Federal surplus is acquired from the GSA by means of an automated SF 123 download process. Completed SF 123's can be scheduled for pickup and received into inventory.

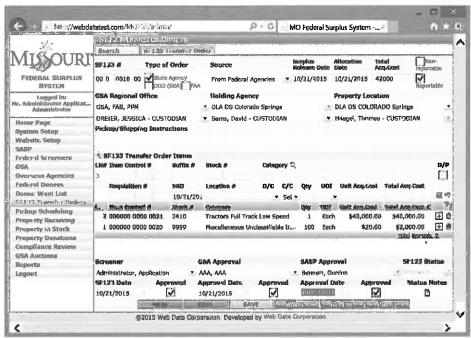


Fig. 7. A completed SF 123 record.

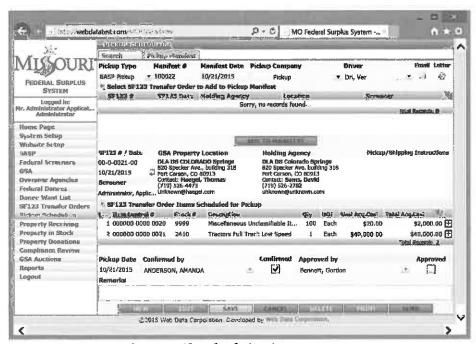


Fig. 8. Creating a pickup manifest for federal property.

	Si			NAL PROPERTY ANIFEST	MANIFEST NUMBER 100022 PICKUP COMPANY PICKUP	1	MANIFEST DATE 10/21/2015 DRIVER Ver Ori		
SF	123 #	SF123 D/	ATE HO	LDING AGENCY	PROPERTY LOCATION	1	SCREENER		
00	Co		Co	A D5 Colorado Springs ntact Person: ms, David	DLA DS COLORADO Springs Contact Person: Haegel, Thomas		Administrator, Application	30-10-480	
PIC	KUP OR SHIP	PING INST	RUCTION	9	والمنطول المتعادية والمادات		s vs 2 n		
LN	<b>₡</b> Item Contr	al #	Stock #	Description		Barcod	e	31	
1	000000 0000		9999	Miscellaneous Unclassifiable Ite	ms 100 Each	TIME	TA LIFE SAN AND RETAINED LAND LAND LINES.		
	Requisition (			SRD 10/21/2015	1				
2	.000000 0000		2410	Tractors Full Track Low Speed	1 Each	THE COLUMN	COLUMN THE REPORT OF THE PARTY	71	
Ĺ	Requisition 4	0021		SRD 10/15/2015				1	
RE	MARKS								

Fig. 10. The federal surplus pickup manifest. The barcode can be scanned during receiving.

-				tion to Remove Propert	DRMS-1 4160.14, Section Supplement 2, General Process
		C5 -	RTD Progra	m	
		Enclosure 8 - Letter of	Authorization	to Remove Property	
Date:	10/21/2015		Pick Up	Date: 10/21/2015	
To:	DLA DS Colorado Springs 820 Specker Ave. building 316 Fort Carson, CO 80913 Sams, David		From:	Gordon Bennett Miscourf State Agency for Surplus Pro 2846 Highway 179 Jefferson City, MO 65109 (532) 000-0001	perty
	Gordon Bennett er Dri, Pickup	the undersigned, hereby a		my behalf.	
	ctent of Authority: To remove proper	rty.	·		
SI	IGNATURE OF CUSTOMER:	· · · · · · · · · · · · · · · · · · ·			
Tr Ot	ST ITEM(S) by Requisition and DTID P ransfer Order 00-0-0021-00 00000 0000 0020, Miscellaneous U 00000 0000 0021, Tractors Full Tra	nclassifiable Items, 100 Each			
he provis tipulated	iters of this publication apply to all Remail in or modified by the Performance Work S	ning Government personnel at impacted Reterrent	, non-impacted and	non-competed sites. This publication may be i	nesdatory or selvisory to the MBO. 4
ncidon é,	Supplement Z 92-123	1			

Fig. 11. The federal letter of authorization for the pickup driver.

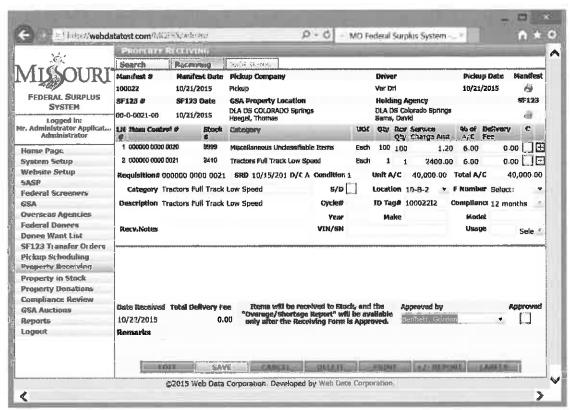


Fig. 12. In addition to receiving with the scanner application, receiving can be conducted directly in the main application.

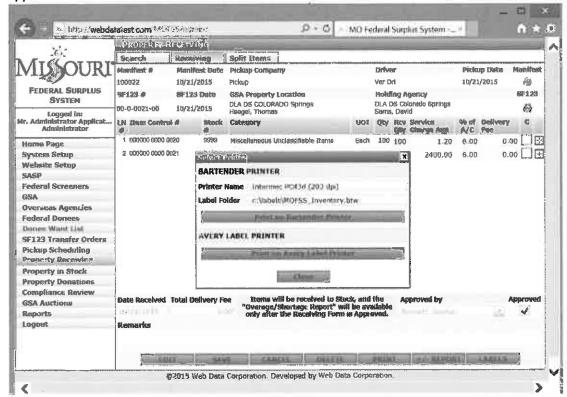


Fig. 13. As Inventory is received, barcoded inventory labels can be printed and affixed to the inventory items.

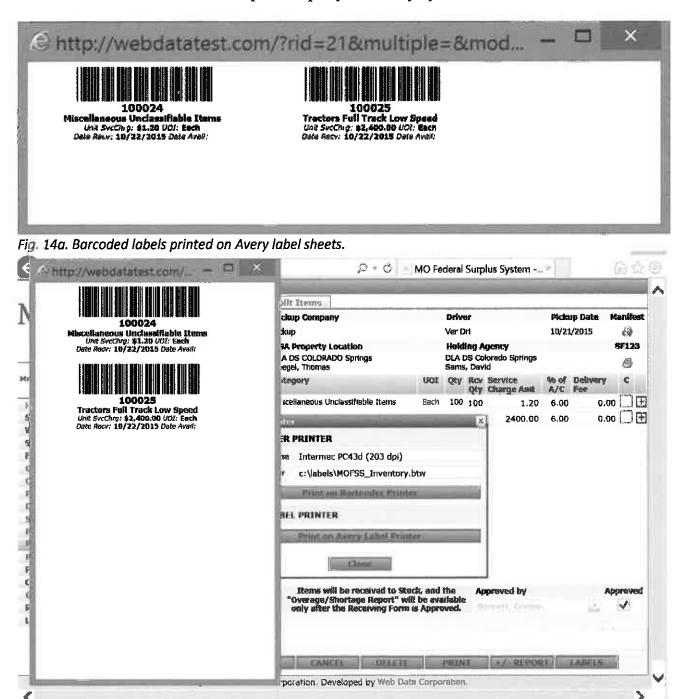


Fig. 14b. Barcoded labels printed on a barcode label strip printer.

Note: the delivered application will enable printing of these barcodes from a command on the scanner application.

#### **Inventory Tracking in the State Surplus System**

Depending upon the point at which Excel files of surplus items are to be imported from agencies, the state surplus application inventory tracking proceeds as follows.

The state agencies themselves can import their own Excel files as illustrated below the version for which we created this feature for Duke University. The agency user would click on the import button and select the property location address from which property was to be picked up, or left in place, and browse to select their Excel file, then click "Upload", which will import the items and list them in the bottom section of the screen.

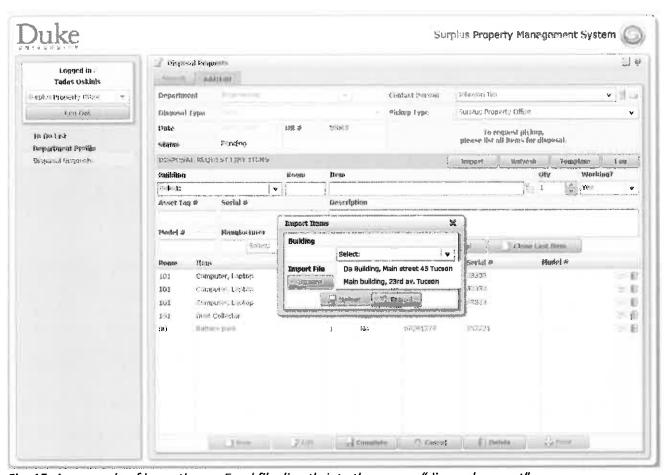


Fig. 15. An example of importing an Excel file directly into the agency "disposal request" screen.

The "Disposal request" screen can be used by agencies to enter line items as an alternative to importing Excel files. The disposal request form has a mechanism for approvals. The user importing Excel files or entering line items directly can select an authorized individual in their agency to approve the list of items to be disposed. That person will receive an email notification requesting them to login and review the disposal request prior to rejecting one or more items or approving them.

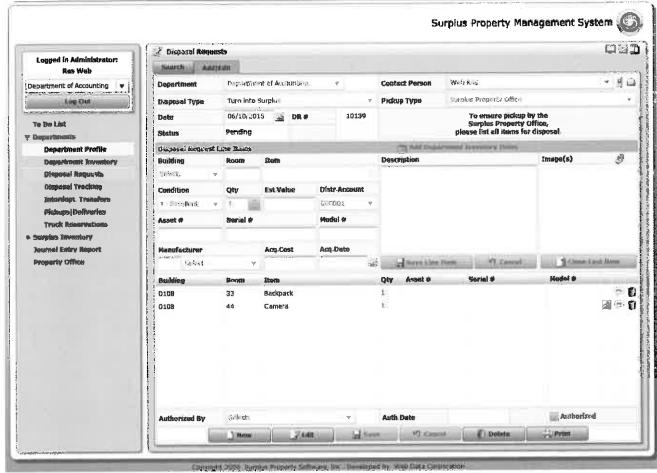


Fig. 16. An example of the disposal request screen for agencies. If they have multiple similar items such as computers, etc., to list for disposal, they can use the clone button to replicate the previous record and enter a specific serial number and/or asset number.

Once items have been approved, they will show up in the surplus department admin view for pickup scheduling. Agencies may also self-deliver their property. If the surplus property department is scheduling property for pickup, they can filter by various locations, departments, etc., to create a pickup manifest for a specific location or group of locations. Items showing a "D" in the leftmost column are designated for delivery. Those showing a "P" are designated for pickup. The number in the column headed "Z" represents a zone (a location or area where there are several agencies and proximity). Filtering on the zone allows for efficient pickups with reduced travel time.

The pickup scheduling screen shows all contact and property information to help ensure the pickups go smoothly. They can be an unlimited number of items on a manifest, they can be an unlimited number of manifests created for each day, and manifest can be created into the future to schedule pickups in the most efficient manner.

Once a manifest has been completed, it is locked so no additional items may be added. It is always recommended to complete manifests as the pickup drivers are about to leave on a trip. However, items may also be added to the manifest after the fact, if the drivers pickup items that are not listed.

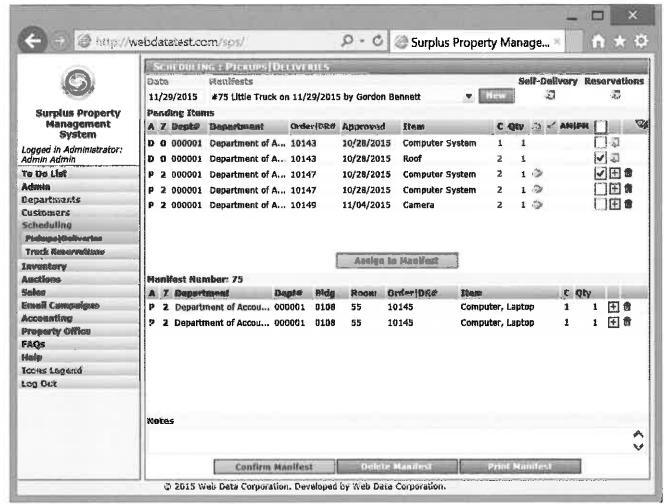


Fig. 17. The screen for scheduling pickups. Agencies may also drop off the property directly, and this property is received into inventory in the same way as schedule pickups.

The manifest is an important part of the audit trail ensuring that items listed for disposal by agencies are in fact picked up and received into inventory. It is recommended that the driver have a representative of an agency sign the manifest to confirm that all items are picked up. If additional items not listed on the manifest are to be picked up, it is recommended that the items are written on the manifest and initialed by the agency staff. These items can be added to the manifest during the receiving process.

		Sur	plus Property Mana MANIFEST	_	yste	m	Condition  1 Excelle  2 Good  3 Fair  4 Major  5 Salvag	ant f Repairs		ai Types cycles sh	
Døte: Truck: Driver:	Llt	/29/2015 tle Truck nnett Gordon									
Delive	ries										
Depart Order	ment of A	ccounting 000001, 8id Sennett Gordon - (520	g 33 Test øddress 12: 1 707-3623 v 1	3 High Str	eat M	o 33					
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Ε	Department Signature:										
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Departs Heien S DR# 10 Bidg	nent of Acc treet #231 145, Web I	3 tes - (520) 621-6666	e# Dimension XPS,		Qty 1	P/U Qty				femp#	
Departs Helen S DR# 10 Bidg 0108	nent of Acc treet #231 145, Web # Room 55	3 las - (520) 621-6666 Item Computer, Laptop Asset# A297980, Mod	e# Dimension XPS, DMPUTERS	Cnd	1				v# 1	75-2	
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Departs Helen S DR# 10 Bld9 0108 T700MF MONITO 0108 T700MF MONITO	Rent of Accident #231 145, Web # Room 55 HZ PENT III DR 55 HZ PENT III DR Department Signature:	Step - (520) 621-6006  Item  Computer, Laptop Asset# A297980, Mod Manufacturer DELL CC W/2 56K CACHE,256MB  Computer, Laptop Serial# #dgdgddr55, Manufacturer DELL CC W/2 56K CACHE,256MB	el# Dimension XPS, Imputers Memo RY,48X CD-ROM Model# Dimension XP Imputers Memo RY,48X CD-ROM	Cnd 1 ,10GB HD,1 195, ,10GB HD,1	1 7" 1	\$\$\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Cnd S	the line of the li		77-2        3	

Fig. 18. An example of the printable manifest. It indicates the location, contact person and list of items to be picked up. Deliveries are always listed at the top of the manifest.

As mentioned previously, the receiving process can be conducted using the scanner device scanning the barcodes on the manifest to retrieve the items to be received into inventory. Receiving may also be done directly in the main application, and will be available in the new tablet screens currently under development.

Whether using the scanner device or the main application, the quantity received can be entered, the condition code maybe modified, items may be designated for recycle or trash, if there is a quantity greater

than one, items can be split into different inventory units. Items may have their warehouse location assigned, have expenses assigned to them and have a price entered.

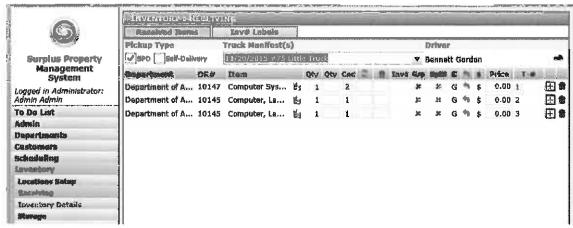


Fig. 18. The receiving screen for state surplus on the main application. All functions on the screen can be conducted on the scanner device.

If additional items have been picked up, they can be added on-the-fly during the receiving process.

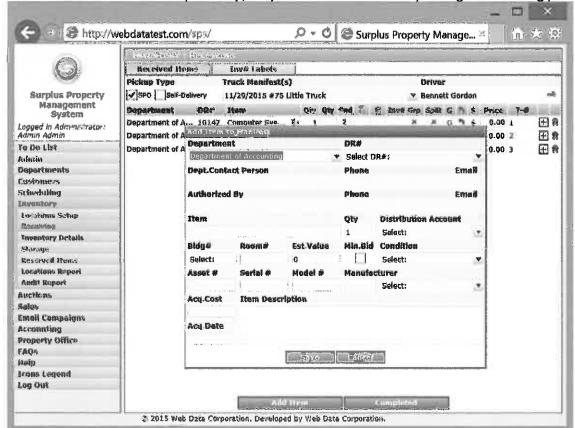


Fig. 19. Clicking the "Add item" button pops up a data entry screen with fields identical to those on the disposal request form, so additional items can be appended to the manifest and then received into inventory.

Inventory labels with prices can then be printed, either on Avery label sheets or to a barcode strip label

printer. If inventory items have quantity is greater than one, the user can choose how many labels to print.

Received Items		Inv# Labels										
Pickup Type		Manifest Date	True	ck Manifest(s)			Driver					
SPO Self-Deli	very	11/29/2015	11/	11/29/2015 #75 Little Truck *			Bennett					
Department	Dept#	Disposal Typ	96	Item	Class	THE	T-#	Tovat	4	V	Labe	ig7
Department of A	000001	Turn into Sur	plus	Computer System	2	1	75-1	11684	\$	~	1	Z
Department of A	000001	l Turn into Sur	plus	Computer, Laptop	1	1	75-2	11685	\$	1	1	-2
Department of A	000001	. Turn into Sur	plus	Computer, Laptop	1	1	75-3	11686	\$	1	1	-0

Fig. 20. The list of barcode label to be printed from items received into inventory. Labels can be reprinted at any time in the future



Fig. 21. The Avery label printout.



Fig.22. The barcode strip label printout.

3.1.1.2 Must be able to store up to at least 100,000 inventory items with the option to expand the system's data-storage abilities at a later date, if it becomes necessary.

The maximum size for SQL Server database is 524,272 terabytes, which will accommodate over 2 billion records.

3.1.1.3 Must have the capability of printing bar codes that can be printed and attached to inventory items for identification and point-of-sale purposes.

Barcoded inventory labels can be printed on Avery labels or a dedicated barcode printer printing labels and a strip (two such barcode strip label printers have been included in the pricing for the system). Inventory barcodes can be scanned at the point-of-sale to retrieve the inventory item to the POS screen.

3.1.1.4 Must have the ability to search and recall inventory records at a minimum by tag, retirement ID, asset ID, date received, asset description, serial number, asset name, model information, year, and price.

The main search criteria for Inventory records are shown below in the drop-down list. There may be some nomenclature differences between the requirement and the list shown below. If any search criteria is missing, it will be added at no cost. In addition to searching by specific criteria, uses may also filter the search results as illustrated in the second screenshot.



Fig. 23. Existing search criteria for the property and stock.

For example, in the screenshot below, items have been filtered by description beginning with M, quantity greater than 50, unit acquisition cost less than \$100, and service charge greater than \$20.



Fig. 24. Sorting and filtering is built into all screens where lists of items are displayed.

3.1.1.5 System must have the ability to sort contacts through search and folder/group creation of at least 1,500 eligible organization accounts with organization name, contact names, authorized representative, county, address, phone number, e-mail address, eligibility expiration date, license expiration date and type of eligibility of account (state, federal, both), and whether they are designated as a "Homeless and Needy Assistor," indicating the eligible organization provides assistance to the homeless and needy and recording any donations made by the WVSASP.

Two screens are available for the searches described above. Search results can be sorted and filtered on the screen. Clicking on a row in the search results drills down to the details of the donee profile.

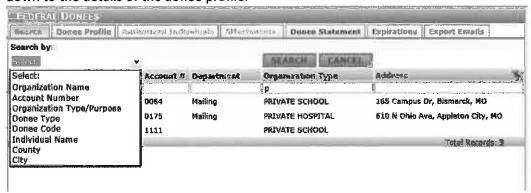


Fig. 24. Existing search criteria for looking up federal donees.

Searching for donees who assist the homeless and needy can be done on the federal donee type screen by selecting "d. homeless" as the search criterion (screenshot fig. 25). There is a public agency homeless designation and a private

agency (Nonprofit) homeless designation as part of the GSA 3040 donee types reporting.

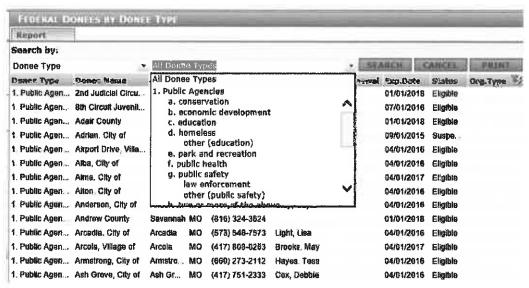


Fig. 25. Searching donees by 3040 donee type.

#### 3.1.1.6 Must be compatible with Windows 7.

The systems are compatible with Windows 7. The majority of our customers are still using Windows 7.

3.1.1.7 System software must reside and operate from the agency's Microsoft Windows Server 2012 R2 -based data server located onsite in Dunbar, West Virginia. The database back-end must be supported on Microsoft SQL 2012.

Databases for the federal and state applications are compatible with Microsoft SQL Server 2012 and 2014. The original databases were created in SQL Server 2000 and have been upgraded through 2005 and 2008 prior to the more recent upgrades to 2012 and 2014. The applications and databases will be installed on site as required.

3.1.1.8 System's back-end database must have the capability to be backed up to a remote server location.

Microsoft SQL Server provides automated full and incremental backups. The .BAK files can be placed on a local drive and transferred to a remote server, or initially stored on a remote server. It is recommended to do 15 minute incremental backups during the day in a full back-up each night.

3.1.1.9 System's graphical user interface must allow users to log into the system using a web-based platform.

Both applications are fully web-based.

3.1.1.10 Must track and record three- or one-year eligibility period and basic registration history with notification of registration expiration.

The application maintains a record of eligibility for each donee (bordered in purple below) and allows for eligibility periods to be set from one to three years (bordered in red below).

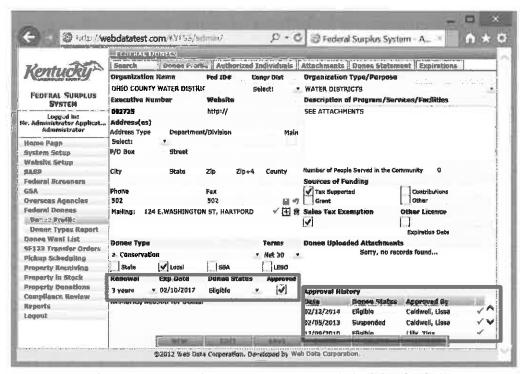


Fig. 26. Recording a managing the approval history and eligibility for federal donees.

In addition, the application generates a list of upcoming expirations, not only for the eligibility expiration, but also for the expiration of any required documents or licenses.

#### 3.1.1.11 Must offer at least a 3-year warranty on hardware.

This will be accommodated as part of the hardware purchases.

### 3.1.1.12 Must provide phone-based customer support at minimum, Monday-Friday from 8am to 5 pm EST.

Web Data Corporation is on the same time zone as West Virginia and will accommodate these hours.

#### 3.1.1.13 Must provide User Training.

There is unlimited user training available.

#### 3.1.1.14 Software upgrades must be included in annual fee.

The annual support and maintenance fee includes upgrades to ensure the installed application continues to run in future operating systems and browser environments.

# 3.1.1.15 The inventory system should provide a way to modify existing asset fields and create custom fields by a system administrator or permissioned user.

All data entry fields can be modified. However, creating custom fields on the fly can be complicated, especially when trying to integrate them into an existing data entry form layout. We've always found the best suggestion is to identify what additional fields may be needed for whichever entities, and have us add those during the implementation phase. For example, these additional fields were added to the standard donee profile screen.

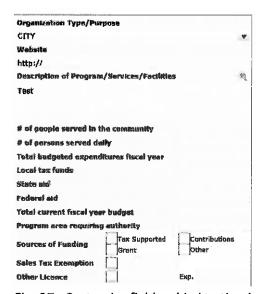


Fig. 27. Customize fields added to the donee profile.

Nonetheless, since administrators need to create new fields on the fly, we will provide a pop-up on every screen that requires additional fields. In this pop-up administrators will be able to name the fields and enter the data they need to store.

# 3.1.1.16 The system must enable permissioned users to create new and modify existing asset categories.

Users with specific permissions can add new categories and subcategories, rename categories, delete categories and reposition categories up or down in the Categories Tree-view. Right clicking on a category provides the options shown below in Fig. 28.

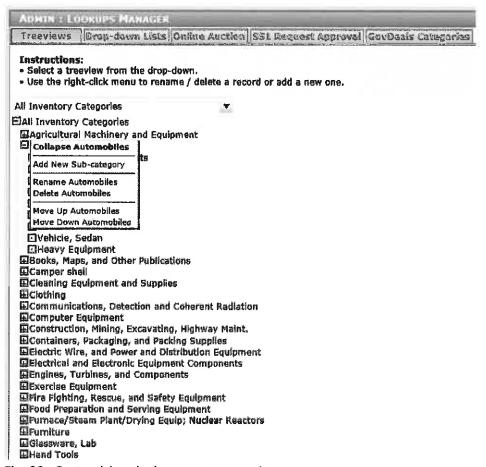


Fig. 28. Customizing the inventory categories.

# 3.1.1.17 The system should be able to send automatic alerts or reports via email.

Both systems have several built-in email notifications to encourage efficient workflow.

#### 3.1.1.18 The system must be able to import Microsoft Excel (xls/xlsx) and csv files.

We have this feature in several of our web-based applications, including one customer's version of the state surplus application. Once we have the file format for import, we will add this to the WVSASP version at no cost to the agency.

### 3.1.1.19 The system must allow users to attach pictures and other files to asset records.

There are several options for uploading and attaching images to inventory and auction lot records. One option is a simple image uploader where multiple, noncontiguous images can be selected and uploaded in a batch.

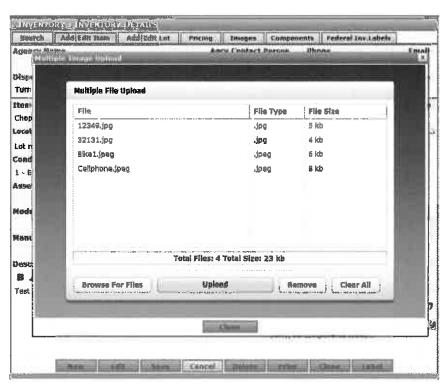


Fig. 29. The image uploader is deployed from the inventory details screen, but images may also be uploaded directly by the agencies on the disposal request screen.

Another option is to scan inventory labels and take pictures in the same sequence, then copy the images to the webserver via FTP, upload the scanner file and click the "Upload and Match Images" button shown in the screenshot below. This way you can automatically match and assign hundreds of images in a single batch.

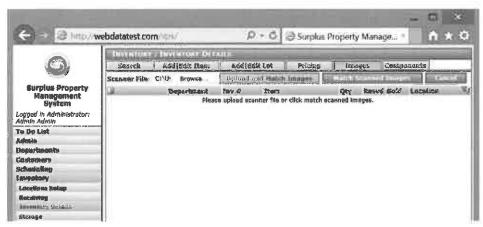


Fig. 30. The Inventory image batch upload process imports a file and automatically assigned images when the "Upload and Match Images" button is clicked.

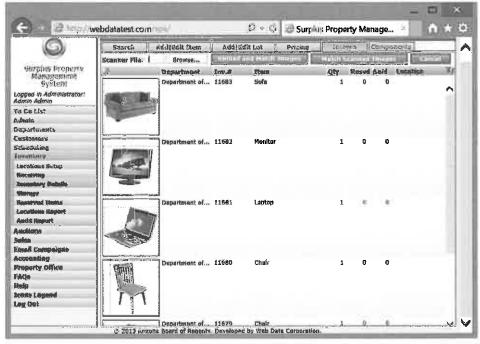


Fig. 31. Uploaded and assigned images show on the screen after the upload is complete.

3.1.1.20 The system must be able to automatically generate a barcode number in a prescribed sequence (for example, by department, asset type, etc.)

In both state and federal systems, barcoded inventory labels can be generated

during the receiving process, and also can be reprinted at the inventory listing/detail level. Inventory numbers are unique, sequential numbers generated by the system. Each inventory item is directly related to its source, for example an agency, department, or GSA SF123, or, in the case of the federal application, non-GSA items such as those from NASA, the TSA etc. Inventory labels can be custom-designed, but generally, in addition to the inventory number, labels also contain the inventory category/description, retail price (if any), date available, and asset number (if any).



Fig. 32a. The existing content of Federal Inventory label (Avery sheet printout).



Fig. 32b. The existing content of Federal Inventory label (barcode strip label printout).



Fig. 32c. One of the recommended barcode label printers.

3.1.1.21 The system's mobile application must be compatible with iOS- and Android-based smartphones and tablets. The mobile app must also be compatible with WinMobile and Android barcode scanners.

The system's mobile applications accommodate all browsers and operating systems. The scanner applications are dedicated to inventory management processes. There is one application for federal surplus and another for state surplus, as illustrated in the response to section 3.1.1.1. They both reside on the same scanner device. The more recent, federal scanner application also includes the main capabilities of the state application.

We have a separate, mobile application for online auctions, as well as one for live/simulcast auctions. These applications function across all operating systems and browsers.

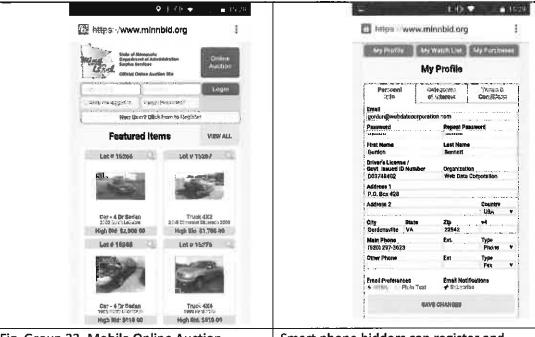


Fig. Group 33. Mobile Online Auction Home Page.

Smart phone bidders can register and manage their profiles.

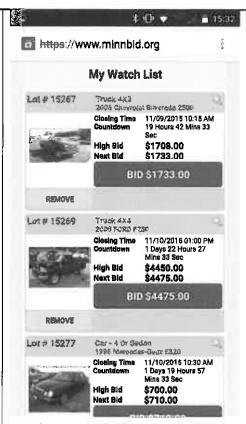


Bidders may click for the next bid or enter a live bid. Max bids are absentee bids that will automatically bid on behalf of the bidder until exceeded. If exceeded, the bidder is notified by email. Auction lots may also be added to the bidders "Watch List".



The lot details also provides unlimited images and property descriptions along with special terms and questions.

Questions are submitted to the auction manager and responses are posted online as well as emailed to the questioner.



The "Watch List" allows bidders to continually bid on several items from the same screen. Bidders may also pay for their purchases online with a credit card (if credit cards are accepted by WVSASP:

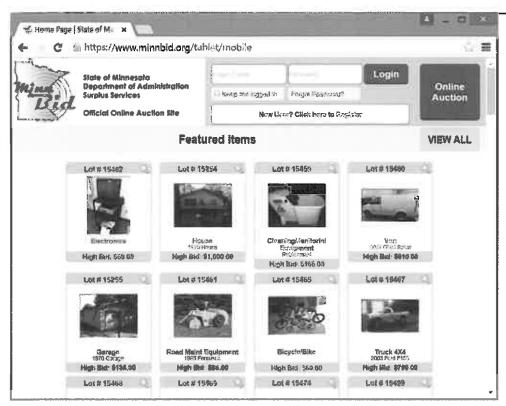


Fig. 34a. The mobile tablet view of the online auction featured lot listings.



Fig. 34b. The mobile tablet lot details and bidding screen.

In addition, we are developing some specific operating system/browser-neutral modules for the surplus property department to manage their inventory and perform their main daily functions. These new screens are being developed specifically in response to this bid, and will be made available to WVSASP

within the specified 90 day time-period at no additional cost, if Web Data Corporation is the prevailing vendor. They are designed to accept tablet input with the fingers. A sample of the screens is shown below (photographed on an iPad).

#### **Federal Surplus Mobile Tablet Screens:**



Fig. 35. Tablet screen: Login screen. User can choose to login to federal or state applications.



Fig. 36. Tablet screen: Receiving federal property. Tapping an SF 123 line item on the left of the screen will populate fields on the right side of the screen where appropriate selections for receiving can be made and the record saved. The screen is an alternative to the scanner device receiving process.



Fig. 37. Tablet screen: federal inventory details screen. Inventory management functions are performed with the scanner device, but on this screen users can modify aspects of an inventory item and upload multiple images and attachments while working in the warehouse.



Fig. 38. Tablet screen: Federal Donations/issue document/invoice screen. The scanner application allows items to be scanned and uploaded to an invoice. This screen also allows an invoice to be created on the fly while working out in the warehouse.

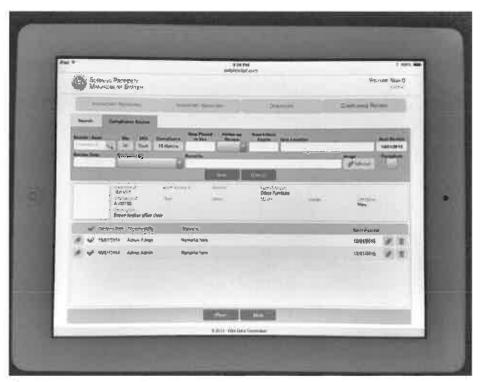


Fig. 39. Tablet screen: federal compliance screen. In addition to this screen which can be used remotely at a donee's location, there will be a smart phone version of the compliance screen for use in the field.

#### **State Surplus Mobile Tablet Screens:**



Fig. 40. Tablet screen: State Surplus receiving screen. Receiving of state surplus can be conducted with the scanner device, but also using this screen. Users will tap on a disposal request line item on the left side of the screen and confirm the quantity received; assign a warehouse location; confirm the category; confirm the condition code; optionally add or edit the description using speech recognition; and enter a price and upload images.



Fig. 41. Tablet screen: State Surplus inventory details screen. Using this screen, adjustments to inventory attributes may be made on-the-fly while the user is out in the warehouse.



Fig. 42. Tablet screen: State Surplus sales order screen. The scanner device allows for a list of items to be scanned and uploaded to a sales order. The screen can generate sales orders but also accept uploaded lists of scanned items.

3.1.1.22 The mobile app must be able to sync with the web-based system to enable use when mobile device has no Internet connectivity.

The mobile scanner applications can capture list of inventory items for uploading to an invoice, taking inventory, changing inventory item locations, etc., while disconnected from the Internet. Once reconnected the lists may be uploaded.

3.1.1.23 The mobile app must allow users to create new assets, view/modify asset records, and complete inventory audits.

All of these capabilities are available on both the scanner applications and the new tablet application screens.

#### 312 Reporting

3.1.2.1 The inventory system must provide a library of prebuilt inventory reports, such as current inventory available, inventory sold by date and inventory sold by customer.

The following is a list of built-in reports for the state and federal surplus systems which includes reports noted in 3.1.2.1:

#### **Department (Agency) Reports:**

- 1. Department Profile Report
- 2. Department Inventory Report
- 3. Department Disposal Request Report
- 4. Disposal Request Printable report:
- 5. Disposal Tracking Report
- 6. Interdepartmental Transfer Report
- 7. Pickups and Deliveries Report
- 8. Surplus Inventory Report
- 9. Needed Items Reports
- 10. Reserved Items report
- 11. Disposed Items Report
- 12. Journal Entry Report

#### **Surplus Property Office Reports:**

- 1. Inventory categories
- 2. Customer Categories
- 3. FAQ Categories

- 4. Warehouse Locations Report
- 5. Customer Agreements (printable)
- 6. User Log Report
- 7. Customers Directory Report
- 8. Pickup Manifest
- 9. Received Inventory Report
- 10. Inventory Listing Report
- 11. Inventory Detail Report
- 12. Inventory Item Audit report (shown from another version, but included in the application)
- 13. Inventory Exception Report
- 14. Auto-Lots Report
- 15. Online Auction Summary Report
- 16. Live Auction Assigned Lots Report
- 17. Live Auction Summary Report
- 18. Sealed Bid Auction Report
- 19. Online Auction Sales Report
- 20. Online Auction Shipping Report
- 21. Online Auction Sales Report (with Payment Type)
- 22. Live Auction Sales Report
- 23. Warehouse Inventory Sales Report
- 24. Warehouse Sales report (with Payment Type)
- 25. Department (Agency) Sales Report
- 26. Department (Agency) Sales Report (with Payment Type)
- 27. Sealed Bid Sales Report
- 28. Sealed Bid Sales Report (with Payment Type)
- 29. Return Sales Report
- 30. Return Sales Payment Report
- 31. Trade-in Approval Report
- 32. Recycle and Trash Sales Report
- 33. Email Campaigns Report
- 34. Journal Entry Report (exportable)
- 35. Journal Entry Detail Report
- 36. Commissions Report
- 37. Distribution Report by Account
- 38. Distribution Report by Department (Agency)
- 39. Item Sales by Category
- 40. Daily Cash Report by Sales Type
- 41. Daily Cash report by Payment Type
- 42. Sales Comparison Report by Date Range
- 43. Property Office Report (exportable)

#### Federal Surplus Reports:

- 1. Printable Screener card
- 2. GSA Regional Office Profile
- 3. Holding Agency Profile
- 4. Property Location Profile
- 5. Donee Profile
- 6. Donee Card
- 7. Donee Statement
- 8. Donee Want List
- 9. SF123 Printable Report
- 10. Pickup Manifest
- 11. Receiving Report
- 12. Over/Short Report
- 13. Inventory Listing Report
- 14. Inventor Detail Report
- 15. Inventory Valuation Report
- 16. Inventory Labels
- 17. Warehouse Property Sign
- 18. Abandoned and Destroyed Items Report
- 19. Property Donations Report (by date range and/or donee)
- 20. Property Donation Invoice
- 21. Property Return Receipt
- 22. Aging Report
- 23. Donee Statements
- 24. Price Change Report
- 25. Compliance Review (upcoming compliance) Report
- 26. Compliance Review Letter
- 27. Compliance Reminder Letter
- 28. Compliance Review Item Detail Report
- 29. 3040 Report
- 30. Federal Receiving Report
- 31. Federal Inventory Report
- 32. Federal Property Location Report
- 33. Federal Property Donated Report
- 34. Federal Donations Report Summary
- 35. Federal Donations Detail Report
- 36. Federal Completed Audits Report
- 37. Federal Donations Report Grouped by Donee
- 38. Federal Donations Summary by Congressional District
- 39. Federal Donations Detail by Congressional District
- 40. Federal Donations Summary by County

- 41. Federal Donations Detail by County
- 42. Federal Donation by Donee Fiscal Year Report
- 43. SEFA Report
- 44. Returned Items Report
- 45. Donations to State Agencies Report

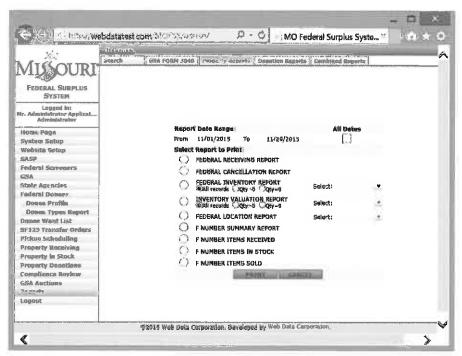


Fig. 43. The property reports selector in the federal system.

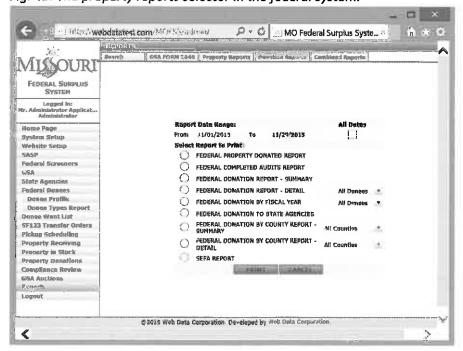


Fig. 44. The donation reports selector in the federal application.

Inventory #	Description	Date Received	Acq.Cost	Unit Acq.Cost	UOI	Revel	Sold	On Hand	Inventory Value
01603002	CHAIN LINKS	04/11/2000	2,775.00	25.00	ĒĀ	111	71	40	1,000.0
01664002-1	INSECT REPELLENT, TUBES BY CASE	02/09/2010	3,377.00	11.00	вох	307	59	248	2,728.0
01564025	LINER	01/15/2010	2,412.00	9.00	EA	268	202	66	594.0
03020004	CHAIR, ROTARY	01/15/2010	37,425.00	499.00	EA	75	26	49	24,451.0
03025006	TENT, REPAIR KIT	12/02/2009	1,842.56	460.64	EA	4	1	3.	1,381.9
03026005	CHAIR 425	01/15/2010	2,550.00	850.00	EA	3	1	2:	1,700.0
03026007	CHAIR 250	01/15/2010	58,702.00	599.00	EA	98	97	1	599.0
03041001	REPAIR, FURNITURE \$25	02/19/2010	0.00	0.00	Each	115	85	30	0.0
03041001-10	REPAIR, FURNITURE \$225	02/19/2010	0.00	0.00	Each	10	5	5	0.0
03041001-2	REPAIR, FURNITURE \$250	02/19/2010	0.00	0.00	Each	50	49	1	0.0
03041001-4	REPAIR, FURNITURE \$150	02/19/2010	0.00	0.00	Each	100	30	70	0.0
03041001-5	REPAIR, FURNITURE \$100	02/19/2010	0.00	0.00	Each	200	76	124	0,0
03041001-6	REPAIR, FURNITURE \$75	02/19/2010	0.00	0.00	Each	200	89	111	0.0
03041001-8	REPAIR, FURNITURE \$50	02/19/2010	0.00	0.00	Each	100	57	43.	0.0
03041001-9	REPAIR, FURNITURE \$175	02/19/2010	0.00	0.00	Each	50	13	37	0.0
23046011	BOOKCASE, BARRISTER, SECTION	03/12/2010	450.00	150.00	Eech	3	1	2	300.0
03047001	RACKS, GREENLEE METAL	03/31/2010	1,642.95	547.65	Each	3	2	1	547.6
03047010	BARRACDE, HORSES FIBERGLASS	03/31/2010	111.78	55.89	Each	2	0	2	111.7
03050001	BAND SAW BLADE, MILWALKEE PORTABLE	03/31/2010	628.00	3.14	Each	200	116	84,	263.
03050003	FUNNEL, LARGE	03/31/2010	43.88	43.88	Each	1	0	1	43.
03092002	Boots, 10 1/2 Wide	05/06/2010	19,189.77	100.47	PR	191	175	16	1,607.
03052003	Books, 12 1/2 Regular	05/06/2010	20,094.00	100,47	PR	200	68	132	13,262.0
03052008	Boots, 12 Regular/wide	05/06/2010	5,023.50	100,47	PR	50	36	14	1,406.
03052011	Boots, 12 1/2 regular	05/06/2010	13,706.70	65.27	PR	210	156	52	3,394.0
03052013	Boots, 13 Regular	05/06/2010	7,310.24	65.27	PR	112	60	52	3,394.0
03054003	CABINET, WOOD	04/14/2010	28,600.00	550.00	Each	52	5	47	25,850.0
03063003	PLATFORM, WORK, FIBERGLASS, 750 LB RATED CAPACITY, SLIP- RESISTANT GRI	07/02/2010	229.17	229.17	EA	1	0	1	229,1
03064005	BASE, C-CLAMP	07/02/2010	36.29	38,29	EA	1	O	1	38.3
03065005	SPONGE, TOILET, WITH HANDLE	07/06/2010	11.06	1.56	EA	7	0	7	11.
03065028	HOSE, DISCHARGE 2" × 50'	07/06/2010	26,59	26,59	EA	1	0	1	26.
03065029	GUN, HEAT, HEAVY DUTY	07/06/2010	727.73	727.73	EA	1.	0	1	727.
03066004	FILE CABINET25	07/06/2010	56.25	56.25	EA	1	0	1	56.3
03071003	BOOTS, TINGLEY. YELLOW	07/06/2010	390.30	13.01	EA	30	1	29	377.3
03071004	BOOT, TING, HAZPROOF ORANGE	07/06/2010	2,222.50	68.90	PR	25	18	7	622.
03071006	BOOTS, TINGLEY, YELLOW	07/06/2010	347.75	16.56	EA	21	10	11	182.:
03071007	BOOT, KNEE, HAZMAT LEVEL A	07/06/2010	1,634.15	56.35	EA	29	24	5	281.
03073004	GRINDER, DIE	07/14/2010	150.00	30.00	Each	5	4	1	30.0
03073005	SPRAY GUN	07/14/2010	540.00	60.00	Each	9	1	8	480.0
03073008	BITS, DRILL	07/14/2010	5,472.00	6.00	Each	912	113	799	4,794.0
03073009	CALIPER, VERNIER	07/14/2010	161.00	7.00	Each	23	13	10	70.0
03074001	BITS. AIR HAMMER	07/20/2010	2,000.94	23.81	Each	84	2	82	1,952.
03075004	STRAP, RATCHET	07/06/2010	80.00	40.00	EA	2	0	2:	80.0
03075006	WRENCH, AIR, OPEN END, 11/16"	07/06/2010	39,20	1,40	EA	26	2	26	36.4
03075009	WRENCH, AIR, OPEN END, 1/2"	07/06/2010	47.85	1.65		29	6	23	37.9
02075012	CHANCED TIRE FLOOD MOUNT	07/86/2010	975 10	37E 10	EA	- 4		-	975 -

Fig. 45. A sample Inventory valuation Report.

Date		Invoice # Donee					1000	Acquisition	201 400	- compa		
INVOICE	DON	EE										
102596	FINA	NCE CAB/DEPT OF REVENUE		110					, .			
Kentucky No.	Line	Description	Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs		
34295002	2	BOOKCASE 150	2	125.00	Each	1,400.00	9.00	0.00	0.00	0.00		
		Invoice No-102696 Totals:		125.00		1,400.00	0.00	0.00	0.00	0.00		
INVOICE	DONEE											
102854	FINANCE CAB/DEPT OF REVENUE											
Kentucky No.	Line	Description	Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs		
14056004	4	SAFE	1	250.00	Each	1,750.00	0.00	0.00	0.00	0.00		
34295019	19	FILE, LATERAL 200	1	175.00	Each	850.00	0.00	0.00	0.00	0.00		
24174016	16	FILE LATERAL	1	175.00	Each	500.00	0.00	0.00	0.00	0.00		
-"-		Involce No.102854 Tutels:		600.00		3,100.00	0.00	0.00	0.00	0.00		
INVOICE	DOK	EË		,p, - p'								
102327	SLUE	GRASS RAILROAD MUSEUM										
Kentucky No.	Line	Description	Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs		
81220001	1	MISC TODLS 10	2	10.00	Each	42.00	0.00	0.00	0.00	0.00		
		Invoice No.102327 Totals:		10,00		42.00	0.00	0.00	0.00	0.00		
INVOICE	DON	EE										
102641	BLUI	GRASS RAILROAD NUSEUM										
Kentucky No	Line	Description	Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs		
34247012	12	BOOTS, CLIMBERS BR	1	20.00	PR	72.52	0.00	0.00	0.00	0.00		
34247035	35	DISPENSING PUMP, HAND	1	75,00		153.10	0.00	0.00	0.00	0.00		
		Invoice No.102641 Totals:		95.00		225.62	0.00	0.00	0.00	9.00		

Fig. 46. A sample date-range donation (sales) details report design for all donees.

Date		Involce #	Dones					100	Acquisition	Service	cnarye
INVOICE	DON	EE									
101942	OFFI	CE OF VOCATI	CONAL REHABILITATION								
Kentucky No	Line	Description		Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs
14015001- 1	1	FILE CABINET, HON VERT.		1	50.00	Each	150.00	0.00	0.00	0.00	0.00
		Int	roice No.101942 Totals		50-00		150.00	0.00	0.00	0.00	0.00
INVOICE	DONEE										
102019	OFFICE OF VOCATIONAL REHABILITATION										
Kentucky No.	Line	Description		Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs
isesp001	1	REPAIR 15 KE	rys	:3	15.00	Each	0.00	0.00	0.00	0.00	45.00
24168012	12	FILE, 175		1	175.00	Each	359.00	0.00	0.00	0.00	0.00
24075002	2	FILE, CABINE	T 175	5	150.00	EA	1.750.00	0.00	0.00	0.00	0.00
		Int	oice No.102019 Totals:		340.00		2,109.00	0.00	0.00	0.00	45.00
INVOICE	DON	EE									
102097	OFFI	CE OF VOCAT	IONAL REHABILITATION								
Kuntucky No.	Line	Description		Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs
34200009	9	DESK, 1100		1	995.00	Each	2,200.00	0.00	0.00	0.00	0,00
		Im	roice No-102097 Totals:		995.00		2,200.00	0.00	0.00	0.00	0.00
INVOICE	DON	EE									
102099	OFFI	CE OF VOCAT	SONAL REHABILITATION								, .
Kentucky No.	Line	Description		Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Misc	Repairs
24075001	.1	CHAIRS 100		1	65.00	EA	200.00	0.00	0.00	0.00	0.00
24075002	2	FILE, CABINE		1	125.00	EA	390.00	0.00	0.00	0.00	0.00
		In	olce No.102099 Totals:		190.00		550.00	0.00	0.00	0.00	ò.oö
INVOICE	DON	EE									
102100	OFFI	CE OF VOCAT	IONAL REHABILITATION	1	an pot . otto	Appendig Co.	og an en sometiment	2 - 1 - 1 - <del>1 - 1 - 1</del> - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		.,	
Kentucky No.	Line	Description		Qty	Service Charge	Unit	Acquisition Cost	Freight	Service	Mist	Repairs
03041001- 1	1	REPAIR, FURI	NITURE \$40	1	45.00	Each	0.00	9.00	0.00	0.00	40,00
04003001	1	REPAIR, FUPI	ITURE \$500	1	500.00	Each	0.00	0.00	0.00	0.00	500.00
							0.00		0.00	0.00	540.00

Fig. 47. A sample report design for donations to a single donee.

Donee Cotagory / Donee Name	Total Acquisition	Service Charge	A
e, Conservation	21.1		
OHIO COUNTY WATER DISTRICT	18,870,22	3,524,50	
OLDHAM CO WATER DISTRICT	13,625.19	3,179.00	
GEORGETOWN MUN WATER & SEWER	1,500,90	270.00	
WOLFE CO CONSERVATION DIST	2,213.49	497.50	
KY DEPT OF AGRICULTURE	799.00	160.00	
a. Conservation Total:	37,007.90	7,631.00	
b. Economic Development			
DIVISION OF FORESTRY	200.00	65.00	
b. Economic Development Total:	200.00	65.00	
Other			
OFFICE OF VOCATIONAL REHABILITATION	140,962.76	31,649.50	
KY BOARD OF NURSING	4,805.00	1,370.00	
KY DEPT OF EDUCATION INTERNAL ADMIN[3957714] INTERNAL ADMIN	17,473.23	5,130.00	
NORTH METCALFE VOL FIRE DEPT	1,699.20	294.50	
KY COMMUNITY & TECH COLLEGE SYSTEM	11.699.46	1,557.50	
KY TECH/FLOYD CO AREA TECHNOLOGY	7,569.16	1,637.00	
KY TECH/MADISON CO AREA TECH CTR	14,140.18	3,912.00	
TRANSPORTATION/DIV OF EQUIPMENT	98.861.80	1,755.50	
KY TECH/BOONE CO AREA TECH CENTER	562.16	163,50	
NICHOLAS CO PUBLIC LIBRARY	2,363.84	466.00	
BELL CO BOARD OF EDUCATION	4,525.23	1,078.00	
BRECKINRIDGE CO BD OF EDUCATION	2,212.53	474.00	
FRANKLIN CO BOARD OF EDUCATION	250.00	75.00	
PAUL SAWYIER PUB LIBRARY	183.56	54.00	
BUECHEL FIRE PROTECTION DIST	99,40	20.00	
JESSAMINE CO BD OF EDUCATION	22,029.64	2,821.00	
BUSH VOLUNTEER FIRE DEPT	2,002.06	1,052,50	
LINCOLN CO BD OF EDU	155.22	60,00	
OLDHAM CO BOARD OF EDUCATION	1,797.00	325.00	
RUSSELL CO BOARD OF EDUCATION	9,964.65	3,010.00	
SPENCER CO BOARD OF EDUCATION	1,785.00	420.00	
LABOR CABINET	1,116,60	335.00	
KENTUCKY STATE UNIVERSITY	5,817.24	2,009.00	
WESTERN KY UNIVERSITY	2,538,17	697,50	
KY TECH/MARTIN CO ATC	1,205.00	355.00	
KY Board of Social Work	1,250,00	625.00	-
KENTUCKY MUSIC HALL OF FAME	38,042.36	2,468.00	4

Fig. 48. A sample report of donation totals by donee.

**Note:** We generally provide 3 custom reports at no charge to our new customers. This courtesy will be extended to WVSASP.

### 3.122 Reports must be exportable to Microsoft Excel and PDF formats.

All reports can be exported to PDF's. Some reports are exportable to Excel, as a .CSV export which can be opened directly in Excel. Since not all reports will need to be exported to Excel, any additional reports that must be exported to Excel will be provided at no cost once those reports have been identified as necessary by WVSASP.

# 3.123 Must be able to create quarterly 3040 reports from information entered for federal distribution documents.

The 3040 report is generated automatically by selecting the date range and clicking the search button.

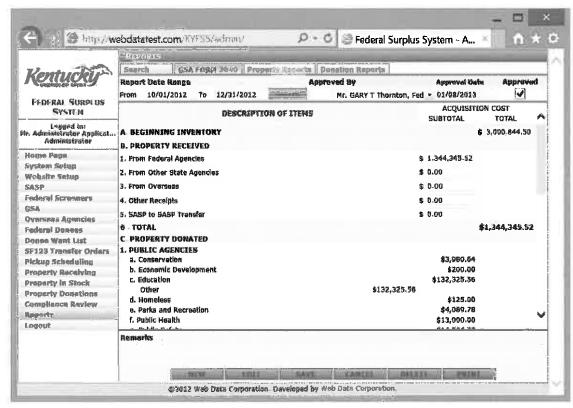


Fig 49. The screen view of the 3040 report, which is also printable.

3.1.2.4 Must be able to create quarterly "Homeless and Needy" reports for federal property donated to eligible organizations designated as aiding the homeless and needy. Report should include fields for name of providers who received property, number of persons served at each provider (with total for the reporting period), value of property received (with total for the reporting period), and description of property.

If the parameters of this report can be provided, we will build it at no charge prior to delivery.

Question 14: 3.1.2.4 we currently do not have a specific report for homeless and needy, but we will build one prior to delivery.

Answer 14: Building one prior to delivery is acceptable.

#### 313 User Accounts

3.13.1 Must have a minimum of 12 user accounts with different access levels that can be changed by an in-house system administrator.

Both systems provide for an unlimited number of user accounts whose access levels can

be managed by the administrators.

3.1.3.2 System administrator must be able to adjust permissions for users to restrict access to application. Permissions must be able to be configured to allow read-only rights or to hide sensitive field information. Must be able to control access to reports for any users.

This can be provided at no additional cost once we have the parameters for each of the configurations.

#### 314 Accessibility

Software inventory system must be accessible through mainstream tablets and smartphones.

All relevant screens are available for these devices.

3.1.4.1 The inventory system must be web based, accessible using Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox web browsers.

All of these browsers are accommodated by the system.

#### 315 Installation

3.1.5.1 Vendor must perform programming of 5 wireless scanners. Wireless scanner function will relate to invoicing of both state and federal surplus property items where scanning of an item's bar code performs any necessary updates to corresponding property record in the inventory system database. In addition, system will generate inventory labels for incoming property items whose information is imported into the system from the Excel spreadsheet process, and the bar code on label corresponds to the newly- created database record for each piece of property.

The scanners will have the relevant scanner applications preinstalled upon delivery. The wireless "roaming" scanners can scan a list of items to be uploaded as a batch to the point-of-sale. Inventory adjustments are made at that time. For tethered or Bluetooth scanners directly associated with the point-of-sale, the inventory adjustment is made when the line item record is saved.

As previously described, the system generates uniquely numbered, barcoded inventory labels during the receiving process.

3.1.5.2 Vendor must provide installation, training and maintenance of system.

There is unlimited support for installation training and maintenance of the system as part of the annual support and maintenance agreement.

### 3.1.6 Invoicing

3.1.6.1 System must have the ability to generate invoices using the eligibility accounts and must have the ability to create distribution documents for federal property donations.

All of this is included in both state and federal systems.

3.1.6.2 Must be able to invoice the public and save the public customers' information for future invoicing.

Invoices to the public can be generated from retail sales, online auction sales, live auction sales, simulcast auction sales and sealed bid auction sales. Customers can register themselves online through the public website, or they can be registered at the point-of-sale. The point-of-sale also has a generic customer that can be used at times when the Surplus staff are too busy to collect customer information.

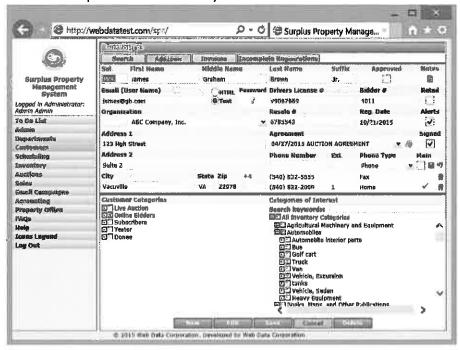


Fig. 50. The public customer profile as seen by the surplus property department.

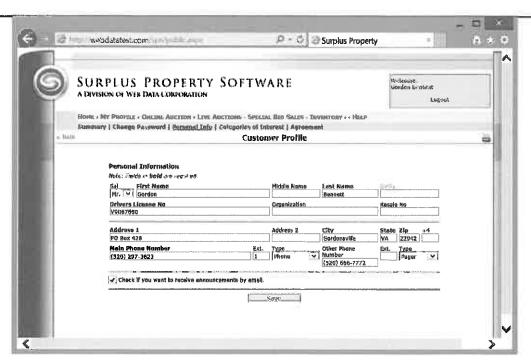


Fig. 51. The public customer self-registration screen online. The self-registration is a wizard like process the steps the bidder through entering a unique email address, a password, filling out the profile (shown above) and selecting categories of interest which enables them to be notified when specific property is available for auction.

#### 3.1.7 Barcode Scanners

### 3.1.7.1 Must have the ability to scan anywhere on a 5-acre lot.

The wireless scanners will operate fully wherever there is wireless coverage. Receiving must be conducted within range of a wireless router, but all other functions on the scanners can be performed without wireless connectivity, and updates can be performed once the scanners are back within wireless range.

# 3.1.7.2 Scanners must be handheld, wireless, and have Android or WinMobile operating system.

This is the case.

# 3.1.7.3 Must have barcode printer which prints barcodes from inventory system.

We will provide this functionality at no additional cost if we are the prevailing vendor.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. Vendor will be required to provide this information before Purchase Order is issued.

Vendor should provide with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide this information before the Purchase Order is issued.

4.2 Pricing Page: Vendor should complete the Pricing Page by completing the Bidder name, base bid and listing three references. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request/or Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendorsshould download the Exhibit' ": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendorsmust complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded buy the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online Vendormust submitthe Exhibit "Pricing Pages in their entirety withyour bidprior to the scheduled bid opening date and time.

#### S. PAYMENT:

- 5.1Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

State Agency for Surplus Property 2700 Charles Avenue Dunbar, WV 25064

- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
  - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements

contained herein.

- 7.12 Failure to comply with other specifications and requirements contained herein.
- 7.13 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 721 Immediate cancellation of the Contract.
  - 722 Immediate cancellation of one or more release orders issued under this Contract.
  - 723 Any other remedies available in law or equity.

### **8 ATTACHMENTS:**

A: Pricing Page

B: WV Surplus Property current Inventory System Flowchart Shows how the current system flows

C: WV Surplus Property current Public Sales Invoice Shows the information that is captured on a public sales invoice

D: "AS IS, WHERE IS"Statement and Signature Line Must print out on Public Invoices

E: WV Surplus Property current Negotiated Sales Invoice Shows the information that is captured on an eligible organization invoice

F: Federal Distribution Document Shows what the federal distribution document must look like

G: New Warehouse Floorplans
To assist potential bidders in bid preparation

### **Web Data Corporation References**

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### Kentucky has used the State Surplus Application since 2008

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### Kentucky has used the Federal Surplus Application since 2009

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#### Minnesota has used the State Surplus Application since 2009

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Utah has used the State Surplus Application since 2006 Utah has used the Federal Surplus Application since 2010