



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Header 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 735916

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: VS000016714



SO Doc ID: ADJ2000000034

Legal Name: INCARE TECHNOLOGIES INC

Published Date: 6/10/20

Alias/DBA:

Close Date: 6/18/20

Total Bid: \$32,379.00

Close Time: 13:30

Response Date: 06/12/2020



Status: Closed

Response Time: 14:40

Solicitation Description: ADDENDUM NO.1



Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 735916
Solicitation Description : ADDENDUM NO.1
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-18 13:30:00	SR 0603 ESR06122000000007544	1

VENDOR
VS0000016714 INCARE TECHNOLOGIES INC

Solicitation Number: CRFQ 0603 ADJ2000000034

Total Bid : \$32,379.00 **Response Date:** 2020-06-12 **Response Time:** 14:40:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS	\$32,379.000000	\$32,379.00

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description :	Smart Boards for Mountaineer Challenge Academy 20MCAS-49 See pricing page, Exhibit A.
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 735916

Doc Description: ADDENDUM NO.1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-10	2020-06-18 13:30:00	CRFQ 0603 ADJ2000000034	2

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

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

ADDENDUM NO.1 issued to publish and distribute the attached information to the Vendor community

INVOICE TO		SHIP TO	
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE	
CHARLESTON	WV25311-1085	MONTGOMERY	WV 25136
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description :

Smart Boards for Mountaineer Challenge Academy 20MCAS-49

See pricing page, Exhibit A.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12:00 pm	2020-06-09

SOLICITATION NUMBER: CRFQ ADJ2000000034
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2000000034 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

1. Vendor questions and responses
2. Bid Opening remains June 18,2020 at 1:30 pm

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.

CRFQ ADJ2000000034

ADDENDUM NO. 1

Questions:

Q1: CRFQ ADJ20_34 states in the Purpose and Scope section states "(7) Smart Boards, misc. other equipment, shipping, & set up. However, in sections 3.1.1 – 3.1.3 of the Specifications document, no mention of set up or installation is mentioned. Is installation and set up being requested and, if so, what requirements do you have for that service?

A1: No Installation or set-up is needed, New Specifications attached

Q2: I wanted to relay to you that I reached out to smart for a quote to send you, and on the second line item Smart replied with the following information:
SMART does not offer an MX026. SMART only offers 65, 75 and 86 inch units and the last 2 digits are the size of the unit. (SMART does not offer a 26 inch based on that SKU).

A2: Item 3.1.2 (MX026) will be removed from the specifications and the Exhibit "A" Pricing Page. New Revised pricing page is attached.

Other Information:

1. The bid opening remains on 06/18/2020 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2000000034

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

InCare Technologies, Inc.

Company



Authorized Signature

6/10/2020

Date

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

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish a contract for the one time purchase of (6) Smart Boards, misc. other equipment, & shipping. This purchase is for the Mountaineer Challenge Academy South located at 314 Fayette Pike, Montgomery, WV 25136.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item"** means (6) Smart Boards, other equipment, & shipping 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.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1 – Six (6) Smart Boards MX086 (or equal)**
 - 3.1.1.1** Must have interactive display with IQ & SMART Learning Suite.
 - 3.1.1.2** Active image area should be 74 5/8" X 42" or equal.
 - 3.1.1.3** Display must be LED backlit LCD (A grade).
 - 3.1.1.4** Resolution must be 4K UHD (3840 X 2160) at 60 Hz or equal.
 - 3.1.1.5** Must be Windows compatible.
 - 3.1.1.6** Must have both wired & wireless connectivity.
 - 3.1.1.7** Must include 3 year warranty.

 - 3.1.2 Contract Item #2 – Misc. hardware to hang displays on wall**
 - 3.1.2.1** Must have freight from manufacturer with a lift gate.
 - 3.1.2.2** Must include all hardware to hang Smart Boards on wall.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

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.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit cost for each of the items. Then the unit price should be multiplied by the quantity to get the extended cost. The extended costs for each item listed on the Exhibit A (Pricing Page) should be added together to get the overall total cost. Exhibit A should be attached with the bid, if bidding electronically through wvOASIS, VSS. 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.

4.3 Vendor should provide with their bid a copy of any and all Software/Hardware 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. **This information will be required before a Purchase Order is issued.**

4.4 If the vendor is bidding alternate parts, they should be entered into Exhibit A under the Alternate part number column. Vendor should provide any product brochures with their submitted bid response. Product brochures may be required before award of the contract.

5. PAYMENT:

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

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 314 Fayette Pike, Montgomery, WV 25136.

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.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

- 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.


CRFQ ADJ2000000034 REVISED Exhibit A Pricing Page

Item No.	Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	QTY	Unit Cost	Extended Cost
SMART BOARDS FOR MCA SOUTH							
3.1.1	MX086 or equal	Smart Boards		ea	6	\$5,246.50	\$31,479.00
3.1.2	N/A	Misc. hardware, freight		ea	1	\$900.00	\$900.00
						Total Overall Cost	\$32,379.00

Vendor Name: InCare Technologies, Inc.

Address: 600 Lakeshore Parkway
Birmingham, AL. 35209

Telephone: 205-314-7841

Authorized Signature: 

Date: 6/10/2020



InCare
TECHNOLOGIES

InCare Technologies
600 Lakeshore Parkway
Birmingham, AL 35209
Phone:
Fax:
www.InCare360.com

Quote# ICTQ42906
Date: 6/9/2020
Account Exec: Barry Stracner
Exec Email:
bstracner@incare360.com

Quoted To:

State of West Virginia
John W Estep
2019 Washington St E
Charleston, WV 25305
United States

Ship To:

State of West Virginia
Mountaineer Challenge Program-
305 Fayette Pike
Montgomery, WV 25136
United States

(304) 558-7839

Here is the quote you requested.

Ln #	Qty	Description	Unit Price	Ext. Price
1	6	SMART Board MX286-V2 Interactive Display with iQ SBID-MX286-V2 MX Series	\$5,246.50	\$31,479.00
2	1	Freight	\$900.00	\$900.00
			SubTotal	\$32,379.00
			Est. Sales Tax	Not Included
			Shipping	Not Included
			Total	\$32,379.00

Please contact me if I can be of further assistance.

Acceptance Signature: _____
John W Estep

Date: _____

Purchase Order: _____

Prices subject to change – Prices based upon total purchase – all delivery, training or consulting services to be billed at published rates. See InCare's warranty policy as stated in the new customer agreement for details. InCare specifically disclaims any and all warranties, express or implied, including but not limited to warranties regarding licensed products. InCare shall not be liable for any loss of profits, business, goodwill, data or interruption of business, nor for incidental or consequential merchantability. Minimum 15% restocking fee with original packaging.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: InCare Technologies, Inc.

Authorized Signature: [Signature]

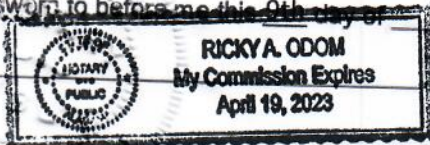
Date: 06/09/2020

State of Alabama

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 9th day of June, 2020.

My Commission expires April 19, 2023 20 .



AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]