



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

Request for Quotation

RFQ NUMBER
XRAY07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/06/2006				

BID OPENING DATE: **07/26/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE STATE OF WEST VIRGINIA IS SOLICITING QUOTATIONS FOR X-RAY FILM, CHEMICALS AND DRY MEDIA FOR AN OPEN-END BLANKET STATEWIDE CONTRACT TO SUPPLY SUCH MATERIALS TO ALL WEST VIRGINIA STATE AGENCIES AND SUBDIVISIONS.</p> <p>BIDDERS ARE REQUESTED TO TYPE THE PRICING PAGE INFORMATION. IF YOU WISH TO RECEIVE THIS PRICING PAGE VIA AN ELECTRONIC FORMAT, PLEASE SEND AN E-MAIL TO BFRANCISCO@WVADMIN.GOV</p> <p>IF ANY DISCREPANCY EXISTS BETWEEN THE HARD COPY MAILED AND THE ELECTRONIC COPY, THE HARD COPY SHALL PREVAIL.</p> <p>ALL PRICES QUOTED SHALL INCLUDE DELIVERY TO ANY WEST VIRGINIA LOCATION.</p> <p>A WV-96 IS INCLUDED WITH THIS BID PACKAGE. THIS FORM MUST BE SIGNED AND RECEIVED PRIOR TO AWARD OF ANY CONTRACT. IF BIDDER REQUIRES ANY ADDITIONAL AGREEMENT IN ORDER TO SUPPLY THE PRODUCTS AT THE BID PRICE QUOTED, IT MUST BE RECEIVED PRIOR TO ANY AWARD.</p>						
0001	1	EA		898-90-00-001		
				X-RAY FILM, PROCESSING CHEMICALS/CHEMISTRY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>VENDOR SHALL MAIL CATALOGS/PRICE LISTS TO ALL AGENCIES AS REQUESTED. SUCH CATALOG/PRICE LIST SHALL BE MAILED AT NO COST TO THE AGENCY.</p> <p>THE VENDOR SHALL BE RESPONSIBLE FOR ALL MAILING COSTS.</p> <p>GENERAL CONDITIONS</p> <p>ALL PRODUCTS FURNISHED MUST BE LISTED IN THE MOST CURRENT EDITION OF THE MANUFACTURERS PROFESSIONAL STOCK HOUSE CATALOG(S). MANUFACTURER'S CURRENT PRICE LIST SHOULD BE INCLUDED AND IDENTIFIED WITH THE BID.</p> <p>VENDORS SHALL ENTER PRICING INFORMATION ON THE ATTACHED PRICING PAGE. VENDORS SHOULD COMPLETE ALL REQUESTED INFORMATION. THE DISCOUNT SHOWN SHALL BE THE SAME FOR FOR ALL ITEMS IN THAT CATEGORY. DISCOUNT TO BE APPLIED TO LOWEST LISTED PRICE IN DISTRIBUTOR'S CATALOG/LIST PRICE BOOK.</p> <p>VENDOR IS TO PROVIDE A QUARTERLY REPORT SHOWING THE VOLUME BY ITEM AND AGENCY. THIS REPORT IS TO BE DELIVERED TO BETTY FRANCISCO, PURCHASING DIVISION, 2019 WASHINGTON STREET, EAST, P. O. BOX 50130, CHARLESTON, WV 25305-0130.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE</p>						

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<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,</p>						

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: ORDERS LESS THAN \$2,500.00 SHALL BE MADE BY USE OF THE WEST VIRGINIA PURCHASING CARD (VISA). ORDERS EXCEEDING \$2,500.00 SHALL BE BY THE STATE AGENCY ISSUING A WRITTEN STATE CONTRACT ORDER/RELEASE (WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>SPECIAL CONDITIONS</p> <p>1) DELIVERY OF ALL CONTRACT ITEMS SHALL BE MADE WITHIN 14 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER. VENDOR SHALL CARRY AN ADEQUATE STOCK TO INSURE PROMPT DELIVERY SERVICE FOR DURATION OF CONTRACT. VENDOR SHALL PERMIT ON-SITE INSPECTION OF CONTRACTOR'S INVENTORY BY STATE PURCHASING INSPECTOR TO INSURE COMPLIANCE WITH CONTRACT.</p> <p>2) ALL X-RAY FILM SUPPLIES ON THIS CONTRACT MUST BE DELIVERED WITH A MINIMUM OF ONE (1) YEAR EXPIRATION DATE.</p> <p>3) ALL FILM MUST BE DELIVERED IN FULL CASE LOTS AND IN MANUFACTURER'S SEALED CARTONS.</p> <p>4) FILM/CHEMICAL QUALITY: FILM AND CHEMICALS SHALL BE SUITABLE FOR USE IN MEDICAL AND DENTAL FACILITIES AND DIAGNOSTIC APPLICATIONS. SHOULD THE MATERIAL FURNISHED FAIL TO CONFORM TO STATED BID SPECIFICATIONS, THE DEFECTIVE MATERIAL WILL BE RETURNED AT THE VENDOR'S</p>						

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<p>EXPENSE, AFTER NOTIFICATION BY THE SPENDING AGENCY.</p> <p>5) FILM RETURN: IT IS AGREED AND UNDERSTOOD THAT ANY FILM MAY BE RETURNED FOR FULL CREDIT PROVIDED THE FILM EXPIRATION DATE BE LESS THAN 8 MONTHS. SHOULD THE EXPIRATION DATE BE LESS THAN 8 MONTHS, CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO ASSIST THE AGENCY IN RETURN OF FILM. NO FILM OR CHEMICAL THAT IS RETURNED WILL BE SUBJECT TO RESTOCKING CHARGE. ANY FREIGHT COSTS ASSOCIATED WITH RETURN OF FILM/CHEMICAL WILL BE PAID FOR BY AGENCY, COST TO RETURN DEFECTIVE FILM WILL BE BORNE BY THE VENDOR.</p> <p>6) THE SUCCESSFUL VENDOR SHALL NOT SUBSTITUTE ANY OTHER BRAND X-RAY FILM, CHEMICALS OR SUPPLIES FROM THOSE AWARDED, NOR SELL ANY ADDITIONAL ITEMS UNDER THEIR CONTRACT NOT SPECIFICALLY COVERED HEREIN, WITHOUT PRIOR WRITTEN PERMISSION OF THE PURCHASING DIVISION.</p> <p>7) VERIFICATION OF PRODUCT QUALITY IS THE RESPONSIBILITY OF THE VENDOR. THE STATE OF WEST VIRGINIA MAY REQUIRE CERTIFIED MAIL TEST DATA, CERTIFICATIONS OR SAMPLES FOR TESTING FROM EACH CATEGORY OF MATERIAL BID. ALL COSTS OF TEST SAMPLES ARE TO BE BORNE BY THE VENDOR AS WELL AS FREIGHT COSTS TO AND FROM THE AGENCY.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION</p>						

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<p>IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>IF BIDDING ITEMS OTHER THAN THOSE SPECIFIED, VENDORS SHOULD INCLUDE SPECIFICATION INFORMATION THAT SHOWS PRODUCT BID DOES MEET THE SPECIFICATIONS OF THE PRODUCTS SHOWN.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI</p>						

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<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' 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.</p>						

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p style="text-align: right;">BIDDER: -----</p> <p style="text-align: right;">DATE: -----</p>						

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SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SUCH BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID BUYER:-----BETTY L. FRANCISCO----- RFQ. NO.:-----XRAY07----- BID OPENING DATE:---THURSDAY, JULY 27, 2006----- BID OPENING TIME:---1:30 P.M.-----						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ XRAY07 ***** TOTAL: _____						

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XRAY06 Pricing Page

Product/Description	Estimated Quantity	List Price	% Discount From List	Net Price	Total
Category I - X-Ray Chemical					
AUTEX FIX REPL BIPAK (2X5 GAL)	50				
AUTEX FIX REPL BIDPAK (2X5 GAL)	75				
AUTEX FIX REPL BIPAK (2X5 GAL)	50				
KODAK RPK DEV 10 GAL SIZE	25				
KODAK RPK DEV 10 GAL SIZE	25				
Category II - X-Ray Film					
DUP RA 24X30 100SH	30				
DUP RA 35X43 100SH	25				
EHN1 35X43 100SH	20				
IT-1 35X43 100SH	25				
MIN-R 2000 24X30 100SH	30				
MIN-R 2000 18240 100SH	25				
TMS/RA-1 35X43 100SH	30				
TMS/RA-1 24X30 100SH	35				
TMS/RA-1 30X35 100SH	20				
TMS/RA-1 24X24 100SH	20				
XK1 35X43 100SH	25				
XK1 35X43 100SH	25				
XK7 35X43 100SH	25				
Dev/Systems Cleaner					
Kodak 6 gal Dev/Systems Cleaner	10				
Category IV - Dry Media					
Kodak DRYVIEW LAZER BLUE 14X17 125SH	50				
Contract Coordinator:					
		Authorized Signature:			
		Date:			
Phone Number:					
Fax Number:					

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____