



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  
**VET08C003**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF VETERANS AFFAIRS**  
**VETERANS NURSING FACILITY**

**ONE FREEDOMS WAY**  
**CLARKSBURG, WV**  
**26301 304-627-2415**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>08/13/2007</b>				

BID OPENING DATE: **08/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>REQUEST FOR QUOTATION</b>  THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA VETERANS NURSING FACILITY TO PROVIDE TWO (2) NON-PROFILE MEDSTATION SYSTEMS.  <b>ATTACHMENTS:</b> 1. SPECIFICATIONS 2. BID FORM 3. PURCHASING AFFIDAVIT 4. WV-96 - SIGN ONLY IF APPLICABLE  <b>NOTE: IN ORDER FOR A VENDOR BE AWARDED THIS CONTRACT, THEY MUST REGISTER WITH THE PURCHASING DIVISION AND BE CURRENT WITH THE \$125.00 FEE.</b>  <b>VENDOR'S MUST BID ACCORDING TO THE SPECIFICATION</b>  <b>A VENDOR MUST NOT SUBMIT TERMS AND CONDITIONS DIFFERENT FROM THE TERMS AND CONDITIONS STATED ON THIS REQUEST. SHOULD A VENDOR SUBMIT TERMS AND CONDITIONS, AN AWARD CAN NOT BE MADE WITHOUT SIGNING THE ATTACHED WV-96 FORM.</b>		
<b>0001</b>	<b>2</b>	<b>EA</b>		<b>495-73</b>		
				<b>NON-PROFILE MEDSTATION SYSTEM</b>		
				<b>NOTE: MONTHLY FEES (IF APPLICABLE) FOR ON-LINE &amp; PHONE SUPPORT, INCLUDING SOFTWARE UPGRADES/UPDATES, FOR TWO (2) SYSTEMS, WILL BE IMPLEMENTED AFTER INSTALLATION, AND PROCESSED VIA CHANGE ORDER.</b>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



State of West Virginia  
 Department of Administration  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY
	ONE FREEDOMS WAY CLARKSBURG, WV 26301
	304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/13/2007				

BID OPENING DATE: **08/30/2007** BID OPENING TIME **01:30PM**

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SEE BID FORM FOR PRICING OF FEES.  
 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).

A. APPLICATION IS MADE FOR 2.5% 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 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 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 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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p><b>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input type="checkbox"/> <b>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;</b></p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>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.</b></p> <p><b>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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.</b></p> <p><b>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF</b></p>						

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**26301**                      **304-627-2415**

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<p>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>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* 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".</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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VENDOR

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<p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: VET08C003-----</p> <p>BID OPENING DATE: 8/30/2007</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ VET08C003 ***** TOTAL:						_____

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The West Virginia Division of Veterans Affairs, WV Veterans Nursing Facility is seeking P7 bids on a med station as listed below:

Shall be the following requirements and accessories, or an approved equal:

Pyxis MedStation 3500      Total Quantity: 2

Requirements:

**Main – External Dimensions**

4 Drawer + Bin Drawer 22.8" W x 27"D x 55" H, weight 165.5lbs.  
Casters – two fixed and two pivoting

**Console and WorkStation – External Dimensions**

16.25"W 8.25"D 17.5"H

**Security Lock System**

**Electronics Access** – One key allows the top section to hinge upward, providing access from the front of the unit.

**Removable rear panel with two tubular keyed locks** – keyed differently. The rear panel cannot be removed without the use of the two keys. The rear panel is retained at the bottom with two sheet metal tabs that insert at bottom. If the rear panel is pried off of the cabinet substantial visible structural damage will be done.

The base has a 1 inch hole (eyebolt) on the bottom backside to allow a security cable and/or lock to be attached to it to be anchored or prevent the entire cabinet from being rolled away.

The Lock Loop feature allows installation of facility owned and controlled padlocks.

**Accessories:**

- **Lockable Cubes:**  
Pocket 1x2- 4.6"W x 3.4"D x 1.5"H  
Pocket 1x3- 7.2"W x 3.4"D x 1.5"H
- **Internal Return Bins**

**System shall include the following processes: Vendor must mark Yes or No if they meet specifications.**

1. The system shall be able to record pain scale information on all patients receiving controlled substances to meet JCAHO standards.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. The system shall be able to create customized messages that prompt users to conduct patient assessments, caution users about potential medication errors and provide information on medication use	<input type="checkbox"/> Yes	<input type="checkbox"/> No



when the user attempts to remove, return or waste a medication.			
3. The system shall support centralized loading of an individual station pocket that is tamper evident after pharmacist verification.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
4. The system shall support double-check of station replenishment by a pharmacist.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
5. The system shall allow for configurability of pockets within a single drawer so that a user can choose from three different pocket sizes and position any pocket in any location in the drawer (front, back, middle, left or right side) to accommodate various packages sizes while allowing for single line item access.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
6. The system shall support positive authentication (physical identification) of users prior to allowing access to the system.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
7. The system shall provide a method of providing training and documentation of annual competencies of the automation equipment.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
8. The system shall be capable of sending a page to a nursing facility employee regarding a system related critical event such as an inventory stock out.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
9. The system shall provide a means of editing multiple devices in a single event.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
10. The system shall provide a means of editing multiple users in a single event.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
11. The system shall provide a means of editing multiple formulary items in a single event.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
12. The system shall provide a means of entering, removing, storing, managing kits through the device.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
13. The system shall include a built-in printer.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
14. The system shall provide a rechargeable back-up power supply.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
15. The system display screen shall provide a least 12 inches viewing area.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
16. The system shall provide visual prompts to assist users in logging on using a biometric fingerprint scanning system.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
17. The system shall be able to provide custom report and chart graphics capability.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
18. The system shall allow users to stop conducting a station inventory midway through the process and then restart the inventory process at the point they left off once they log back onto the station.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
19. The system shall allow users to print patient drug education information to a network printer.	<input type="checkbox"/> Yes	<input type="checkbox"/>	No
20. The system shall be able to electronically monitor and document storage device temperatures and warn users when internal	<input type="checkbox"/> Yes	<input type="checkbox"/>	No

temperatures of the storage device exceed user defined ranges.		
21. Vendor shall be responsible to interface with WVNF pharmacy software, which is Softwriter's Inc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
22. On-site training to include 1 person, at least 3 days, to "train the trainer".	<input type="checkbox"/> Yes	<input type="checkbox"/> No
23. Vendor to install and be available during implementation.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
24. Vendor shall provide phone and online support.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>VET08C003 - Medstation BID FORM</b>				
Item #	Description	Order Qty.	Unit Price	Extended Price
1	Non-Profile Medstation System	2		\$
2	Monthly fee (if applicable) for on-line & phone support, including software upgrades/updates for two (2) systems	12	\$ X 2	\$
<b>Failure to use this form may result in disqualification</b>			<b>Total</b>	\$
<i>Bidder / Vendor Information:</i>				
Name: _____				
Address: _____				
_____				
Phone# : _____				
Email Address: _____				
<i>Contract Coordinator Information:</i>				
Name: _____				
Address: _____				
_____				
Phone# : _____				
Email Address: _____				

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING 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 exceed 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:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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](http://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: \_\_\_\_\_

WV-96  
Rev. 5/94

**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: \_\_\_\_\_