



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
 DIGCOP09

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/10/2008				

BID OPENING DATE: 11/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 6 ***** 1. REVISED COPIER ACCESSORY OPTION LISTING, 1 PAGE, ATTACHED. THE ACCESSORY OPTION LISTING CAN ALSO BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM 2. QUESTIONS AND ANSWERS, 8 PAGES, ATTACHED. 3. WV-96 MUST BE SIGNED AND RETURNED PREFERABLY WITH THE BID ***** END OF ADDENDUM NO. 6 *****						

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'

**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

**OFFICE 07
QUESTIONS & ANSWERS**

1.	Q	Will a price be required in response to Addendum 4 since each agency will go out for the lowest quote?
	A	No, according to revised DIGCOP09 specifications dated 10/28/08, Section IV –A: Agencies SHALL be required to contact all vendors awarded contracts in the appropriate region for the copier band desired to obtain cost quotes at the time of need. No pricing is to be submitted with the DIGCOP09 bid.
2.	Q	If the lowest possible price is submitted with Addendum 4, then why should vendors still compete within each agency?
	A	See #1.
3.	Q	Is outstanding service, customer and technical support considered for each agency? Addendum 4 states the agency must go with the lowest bidder. That would eliminate these factors.
	A	Vendors are mandated to have a minimum of five (5) years experience. And according to Section I – F: The State may terminate any contract resulting from the RFQ immediately at any time the Vendor fails to carry out its responsibilities...
4.	Q	Is it necessary to enter pricing on the accessory sheet for the RFQ since it will be rebid by each agency anyway?
	A	Accessory Option List has been revised.
5.	Q	Would you please describe the process that will be permitted under the contract resulting from this solicitation for submitting product substitutions or equipment product model additions after the award? We see three potential cases for this. One is when an equipment product model is discontinued. One is when a equipment product model is replaced and another is when a new equipment product model is introduced without replacing a discontinued model.
	A	Only the brands supplied by the vendor via the required manufacture certification of authorization shall be bid. Model discontinuation or replacement changes will not be processed through the Purchasing Division. However, according to Section II – E: Vendor must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units.
6.	Q	Would you please confirm that Addendum 4 results in the deletion of the original solicitation and replaces it with the specifications and terms & conditions of the Addendum?
	A	Addendum 4 provides "Revised DIGCOP09 Specifications".

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7.	Q	Within section P, under the section "Network Connection" the requirement is that all connected units must include all needed cable... for connection to the end user's network at no additional cost to the end user. We request that the requirement identify a distance from the unit that the agency will provide an RJ-45 Ethernet connection. Most contracts identify this distance as within six feet of the desired unit location. Just as indicated in the previous section regarding electrical supply, the standard in the MFP industry is that the ordering agency would provide a suitable network connection when network-connected equipment is ordered.
	A	A twelve (12) foot "Network Connection" cable will be provided by the vendor at no additional cost to the end user.
8.	Q	Does the State desire an electronic copy of the Cost Quote Forms and the Manufacturer Accessory Option Listing to be submitted with the vendor proposal?
	A	An electronic copy of the Manufacture Accessory Option can be found at: http://www.state.wv.us/admin/purchase/newbul.htm. Bidders are requested that in addition to the required paper bid that an electronic version be submitted with their bid. Vendors shall not e-mail the electronic copy. In the event the paper bid and the electronic bid copy do not match, the paper bid shall prevail.
9.	Q	When completing the sheet "Copier Accessory Listing" should a separate sheet be completed for each equipment model proposed or should the available accessories for all models be combined onto a single list?
	A	A "Copier Accessory List" shall be provided for each band type (monochrome and color) preferable with the bid.
10.	Q	All machines that could be bid per band? Example: In Monochrome Copiers, Band Four, do you us to fill out a sheet for each machine we will bid on that band?
	A	Vendors can only submit quotes for approved manufacture brand(s). Example: Vendor submits three Manufacture Authorization Certificates, the vendor can submit quotes from these authorized manufactures for the appropriate band.
11.	Q	Are you looking for pricing now on the base machine(s) per band, not only purchase but also 24/36/48 month rental? Are you wanting pricing on the options offered now as well?
	A	No
12.	Q	Will all of this be evaluated when an agency wants a machine and the vendor giving them the lowest price for the machine, options they need, and service, and a purchase order is cut?
	A	Yes
13.	Q	Is this an addendum or a rewrite? If this is a rewrite, are the cost sheets necessary for the RFQ or just the agency requesting the bids?
	A	Addendum no. 4 includes DIGCOP09 revised specifications. No cost sheets are necessary for this RFQ.

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14.	Q	We understand that you have the right to cancel based on performance. What happens if purchasing terminates without cause? What is the vendors remedy?
	A	According to Legislative Rule 148 CRS 1.7.16.2 Notwithstanding other provisions of this subsection, the Director may cancel a purchase or contract for any reason or for no reason, upon 30 days' notice to the vendor.
15.	Q	If you terminate for non appropriations we assume that canceled equipment will not be replaced by like or similar equipment during the ensuing fiscal year with like or similar equipment.
	A	See Section 1 – F of the revised specifications.
16.	Q	Delivery may involve extraordinary access issues such as removals of windows, walls, etc. We assume that the state and/or specific agencies would accept incremental charges associated with these delivery requirements.
	A	Any construction involved with the installment of a copier shall be the responsibility of the agency.
17.	Q	Parts will be available throughout any contract with Xerox. Many vendors use both new and re-manufactured parts with sustainability initiatives. If vendor uses Original Equipment Manufactured parts that support newly manufactured performance and guarantees, is this acceptable?
	A	Section II –B: All equipment must be new. The use of re-manufactured parts shall be grounds for cancellation of contract.
18.	Q	Will you accept a CD vs. a printed manual?
	A	The agency shall advise upon award of Release Purchase Order.
19.	Q	Does addendum 4 replace the original?
	A	Yes
20.	Q	Addendum 4, Item A. Description of Services. Section states that it is the intention of the Purchasing division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ. Will the State award multiple vendors for the same manufacturer and model? In other words, if the manufacturer bids their products and an authorized dealer bids the same products, will both entities receive an award if they have a qualifying bid?
	A	Yes
21.	Q	Price Sheets – It indicates we are to include the item numbers for any accessory included in the base configuration that is needed for ordering. Where would we put the part numbers for the accessories that we need to include that you do not have listed, i.e. Print controllers, cabinets, ESP power filters?
	A	See revised Copier Accessory Option Listing

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22.	Q	The statement: Discount – Percentage Rate/Lease Rate: _____% was included at the bottom of the Original RFQ but was left off of the bottom of Addendum #4. Please address whether the State wants the consistent discount rate throughout the optional accessories or not.
	A	DIGCOP09 has been completely revised and Discount-Percentage Rate/Lease Rate is not included.
23.	Q	The State did not include Summary Cost Sheets for Evaluation Forms (Original RFQ Pages 24-28 and Pages 33-36). Do we submit these forms even though they were included with Addendum #4?
	A	No, no cost is being submitted with the bid.
24.	Q	Discount – Percentage Rate/Lease Rate: _____% was included at the bottom of the Original RFQ but was left off of the bottom of Addendum #4. Please address whether the State wants the consistent discount rate throughout the optional accessories or not.
	A	See # 22
25.	Q	Page 2 clearly states "It is the intention of the Purchasing Division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ." It also states, "The vendor providing the lowest price quote shall receive the agency purchase release order."
	A	See #1
26.	Q	This is very different from the Original RFQ, Page 13-15 under Award Criteria/COT Quote (General) that states "Up to five machines will be awarded in each volume band. Awarded machines must be within 20% of the lowest bid machine awarded within any band. Please explain the above statements. An example would be: There are six qualifying vendors in a certain region, all with different pricing in a certain copier band... Will a state agency be allowed to purchase from any of those six vendors, even though only one vendor has the lowest price?"
	A	See #1
27.	Q	With regards to the changes in Addendum #4, will the Manufacturer be allowed to hold and manage the contract and at the same time allow the authorized dealers from each of the four regions to invoice the state agencies?
	A	Vendor awarded a contract shall be responsible for submitting, fulfilling purchase order and processing invoices.
28.	Q	Page 4 (I) Usage Report – "Vendor to provide a six (6) month summary report of procurement volumes by item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract. Suggestion would be: Since the requirement is a six (6) month summary report, the summary report would be furnished at the beginning of the 1 st month (January) and the 7 th month (July).
	A	The summary report shall be furnished at the end of the sixth month.

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29.	Q	P9 – Hard drives – must the vendor offer all three options to be considered responsive? Please confirm this requirement applies only to equipment installed under this contract and that the vendors will only be expected to cleanse/remove hard drives for their own brand.
	A	Vendors should be able to the three options. Vendors will only cleanse/remove hard drives for their own brand.
30.	Q	P10 – Certification Requirement – please confirm if the certificates should be included in the RFQ response.
	A	Yes, mandatory requirement
31.	Q	P12 – Warranty – please advise the minimum warranty period and if it applies to both purchase and rental acquisitions.
	A	Manufacturer’s warranty shall apply to all purchased copiers and accessories. All rental copiers and accessories shall be fully warranted for the life of the rental agreement.
32.	Q	P13 – Accessories – will the vendor be allowed to price the accessories added after the initial install based on the number of months remaining?
	A	It is preferred that Agencies should order optional accessories at the time of initial machine order, but may order accessories on the annual anniversary of a machine’s placement.
33.	Q	If the customer decides on a “stand-alone machine”, do they still need to have “the Over-write-type firmware”?
	A	The firmware is a standard option on the base copier. Over-Write-Type firmware and replacement hard drives are to be listed on the Copier Accessory Option Listing.
34.	Q	If the vendor is expected to remove the hard drive to let the customer’s IT Tech wipe the hard drive clean, shouldn’t this service be an additional line item listed on the Cost Sheets for that model of machine on the RFQ?
	A	If purchased machine this service can be added as a line item. If rental machine this shall be a maintenance call at no cost to the agency.
35.	Q	If the vendor is expected to provide a certificate of destruction to the Agency after the hard drive has been wiped clean from the customer’s IT Tech, shouldn’t this service be an additional line item listed on the Cost Sheets for that model of machine on the RFP?
	A	See # 34
36.	Q	Page 7, under “Paper Requirement” the State is only requiring up to 8 ½” x 14” output. The use of 11” x 17” is prevalent throughout the State. It is in the best interest of the State to amend this requirement.
	A	11”x17” output shall be listed on the Copier Accessory Option Listing.
37.	Q	Should cabinets be included in the base configurations if necessary to make the proposed

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		models console?
	A	Cabinets shall be listed on the Copier Accessory Option Listing.
38.	Q	If an agency receives quotes from contract holders, do they still have the option to use the vendor they want to do business with? Service and Sales support are part of the overall buying criteria for customers.
	A	NO. The vendor providing the lowest price quote (including base copier, required options, supplies and maintenance) shall receive the agency purchase release order. Agencies shall keep with each fill all quotes received for auditing purposes.
39.	Q	Is it State's intention to make awards to every vendor that submits a response, or is the State limiting the number of awards?
	A	See Section V.
40.	Q	Should we assume that the prices quoted for this Statewide solicitation can be deviated from when agencies request quotes?
	A	See #23
41.	Q	Item 10 of the General Terms & Conditions state that "any Purchase Order/Contract" may be cancelled upon 30 days written notice. Does this apply to master (State) agreement only, preventing additional acquisition of products/services or does this apply to individual rental placements? In other words, can the State cancel a rental placement at its convenience; and without penalty, or will rental placements remain installed until the individual 24/26/48 month term expires?
	A	Yes, with 30 days notice an anytime, but normally it is for cause.
42.	Q	The "Usage Report: clause on page 4 states that vendors must "provide a six (6) month summary report; but not until the tenth month of the contract. Is this correct, or should the report include all procurement volumes for the first nine (9) months of the contract?
	A	See # 28
43.	Q	The "Shipping and Delivery" clause on page 5 states that "No extra payment shall be made for delivery of any kind". On occasion we may be required to perform a "non-standard" delivery (one which requires rigging, etc.). Do vendors reserve the right to not accept an order if the product(s) cannot be delivered via normal procedures?
	A	No extra payment shall be made for delivery of any kind.
44.	Q	The "Installation and Removal Charges" clause on page 5 states that all machines "shall be installed and removed free of charge". Does this apply to rental placements only or are vendors required to remove equipment that the State has purchased as well?
	A	All machines shall be installed and removed free of charge.
45.	Q	Regarding the "Published Specifications" clause on page 7, it doesn't appear that vendors are required to submit product brochures of BLI specification pages with their bid response; only

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		when providing a quote to an agency. Is this correct?
	A	Yes
46.	Q	Are vendors required to bid a device in every Band (both monochrome & color) in order to be awarded a contract?
	A	No
47.	Q	Regarding the "Specific Machine Requirements" clause on page 9, it doesn't appear that vendors are required to submit completed Cost Quote Forms with their bid response; only when providing a quote to an agency. Is this correct?
	A	Correct
48.	Q	If we do not have a device for an individual band today, but have one in the future, will we be allowed to add it to the contract with the State's approval?
	A	Yes, the vendor will be able to submit a bid when requested by agency.
49.	Q	Are vendors allowed to place more than one model in a band?
	A	More than one model can be placed in a band, however the model(s) can not be utilized in more than one band.
50.	Q	The second sentence of the "Network Connection" clause on page 9 states that "The cost...which will be used for evaluation." Are individual units (models) being evaluated for award?
	A	No, the cost for all "Network Connection" items shall be included in the base cost of the machine quoted to the agency.
51.	Q	The second sentence of the 2 nd paragraph of the "Firmware" clause on page 10 states "The Over-Write-Type firmware and replacement hard drives should be listed on the Cost Sheets." We market data overwrite kits as an optional accessory, and do not sell replacement hard drives. Are you stating that these data overwrite kits must be included in the price of the connected base unit?
	A.	See # 33
52.	Q	The second paragraph of the "Firmware" clause on page 10 outlines security measures for the removal/cleaning/disposal of copier hard drives. Is it an acceptable alternative for the vendor to remove the hard drive and leave it with the Agency for final disposition as the only option (instead of providing options A,B and C)?
	A.	No changes to specification.
53.	Q	The word "warranty" is used in several areas of the bid document, but I cannot find a requirement for a minimum warranty period. Are purchased units required to include a minimum warranty period? If so, what is the minimum length of the required warranty?
	A	The manufacture's warranty shall not commence until the unit is installed and operational to the Agency's satisfaction.

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54.	Q	The last sentence of the "Warranty" clause on page 12 states "(Warranty does not include provisions of supplies other than those provided per 1.12)". What does this refer to? I cannot locate a section 1.12 anywhere in the solicitation.
	A	See # 31
55.	Q	Are the five (5) items identified in the "Bid Submission Requirements" section on page 14 the only documents that must be submitted with our response (no brochures, BLI specification sheets, pricing forms, etc.)?
	A	Yes
56.	Q	Band 3 Color Copier specifications call for a minimum 1,500 sheets of paper from two (2) paper sources, while Band 4 Color Copier only requires 1,000 sheets from three (3) paper sources. Can this be an oversight? Ordinarily, the lower the band, the fewer sheets of paper and paper sources required. If vendors are required to add increased paper capacity to the Band 3 unit it will increase the cost to the State (as we'll have to add a supplemental hardware option)! Would you consider changing the Band 3 Color Copier requirements to the same 1,000 sheets and three (3) paper sources as in Band 4?
	A	Band 3 Color Copier minimum requirement 1,000 sheets of paper from two (2) paper sources.

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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: _____