



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
 DJS010316

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES
 WV INDUSTRIAL HOME FOR YOUTH
 7 INDUSTRIAL BOULEVARD
 INDUSTRIAL, WV
 26375 304-558-6029

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/11/2011 | | | | |

BID OPENING DATE: 02/04/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | JB | | 920-45 | | |
| SOFTWARE UPGRADE ON TRANE SUMMIT CONTROLLER | | | | | | |
| <p>INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/24/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-----------|-----------|-----------------------------------|
| 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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|--|----------|-----|--------|-------------|------------|--------|
| <p>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 FOR MAINTENANCE ONLY UPON WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> | | | | | | |

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| <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <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> | | | | | | |

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| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| BUYER:-----TL/32----- | | | | | | |
| RFQ. NO.:-----DJS010316----- | | | | | | |
| BID OPENING DATE:-----02/04/2011----- | | | | | | |
| BID OPENING TIME:-----1:30 PM----- | | | | | | |
| 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 DJS010316 ***** TOTAL: _____ | | | | | | |

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DJS010316

HVAC Control Side Maintenance/ Trane Tracer Summit Controllers

The West Virginia Division of Juvenile Services is soliciting bids for HVAC Trane Tracer Summit upgrade and yearly maintenance at the WV Industrial Home for Youth located in Salem, WV.

Specifications

Scope of Service:

To provide HVAC Trane Tracer Summit System controller upgrade. The contractor will evaluate the three (3) Trane Tracer Summit systems and install upgraded software, recertify the control side of the equipment and verify proper operation. Will require first year maintenance agreement with upgrade with an option for additional years.

Contractor must be available (on call) twenty-four (24) hours, seven (7) days per week to respond to emergencies. Contractor must be on-site within four (4) hours of notification. Emergency phone numbers should be included in the bid, however the numbers can be requested by DJS prior to the award.

Contractor must furnish all labor, overtime, travel time, travel expenses, service supplies, tools and repair parts to maintain and repair the equipment as listed. All parts must be manufacturer replacement parts in order to maintain the integrity of the system. Vendor is to provide an extended warranty on existing equipment.

Contractor should provide a list of five (5) current total maintenance contracts, valued at a minimum of \$10,000.00 each, on Trane Tracer Summit Systems, with the bid document. Contracts must have been in effect for the last three (3) years. Vendor should provide contact names and phone numbers for references. Contractor must provide this documentation before an award can be made. Failure to submit when requested will mean disqualification.

Contractor must be certified in Trane Tracer Summit controller systems.

In order to support efficient system operation, the contractor must provide technical assistance by telephone.

Contractor will provide the following:

- 1. Remote Technical Support**
 - (a) Provide initial instructions and support to:

- Establish trend dates
- Make temperature adjustments
- Make schedule changes

(b) Assist in the location of trouble sources

2. Software Version Upgrades

The Trane Tracer Summit operating system software will be upgraded to a current version.

3. Remote Services

Contractor will provide Remote Services performed through a computerized interface with the equipment that will include system backup, program review and alarm monitoring.

4. System Backup

- (a) Database files will be archived on a regular basis
- (b) Database files will be maintained on electronic media at a secure location

5. System Optimization

- (a) Review central chiller plant operating parameters:
 - chiller(s)
 - cooling tower(s)
 - pump(s)
- (b) Review operating parameters for controlled equipment:
 - Time Schedules
 - Reset Schedules
 - Economizer Changeover
 - Setpoints
- (c) Report findings and recommendations for changes.

6. Alarm Monitoring

- a) Monitor essential alarm points
- b) Provide appropriate response services

Maintenance Inspections

Contractor will furnish maintenance and service for the Trane Tracer Summit as follows:

Contractor must provide preventive maintenance inspections to the 3 Trane Tracer Summit controls, at a minimum of 6 times per year.

Maintenance Inspections of all Summit Workstations

Contractor will:

1. Contact appropriate personnel
2. Review Tracer for critical follow-up and off-line status indications
3. Review system event log with personnel
4. Perform or schedule corrective maintenance procedures as appropriate to resolve situations noted in prior reviews.
5. Install appropriate Tracer software refinement and problem correction revisions.

Summit Workstation:**Contractor will:**

1. Check monitor for clarity, focus and color.
2. Clean Read/Write heads of removable disk drives.
3. Cycle power; listen for unusual motor bearing noises.
4. Verify proper system restart, check system date and time and hardware status
5. Clean exterior surfaces
6. Save/Copy/Backup Tracer workstation database, including custom graphics, expanded messages and CPL routines.

All Building Level Controllers (BCU) Maintenance Inspection**Control Panel:****Contractor will:**

- a) Verify secure connections on all internal wiring, LAN, and communication links.
- b) Will check for loose or damaged wiring.
- c) Clean external surfaces of the panel enclosure.
- d) Check for dirt or moisture. Clean as required.
- e) Remove excess dust from heat sink surfaces.
- f) Verify proper system electrical grounding.
- g) Verify proper output voltages on control panel power supply.
- h) Check LED indications to verify proper operation of BCU transmit/receive activity on the ARCNET LAN.
- i) Verify LAN communications between workstations and BCU's.
- j) Verify that cards are seated and secure.
- k) Check UCM wiring trunks and check for possible Error Code Indications.
- l) Check voltage level of BCU Supercap.

- m) Verify the proper operation of critical control processes and points associated with this unit and make adjustments as required.
- n) Check volatile memory available.
- o) Check non-volatile memory available.
- p) Check processor idle time.
- q) Dump the BCU system diagnostic and analyze.
- r) Run the BCU mini-monitor for each BCU to check for error statements and/or codes.
- s) Check modem operation if applicable.
- t) View the event log and input/output points for any unusual status or override conditions
- u) Verify the time and date
- v) Check and update holiday schedules and daylight savings time.

There are three (3) BCU's

1 located in A-Building

1 located in B-school

1 located in Johnson School (will need connected to Trane Tracer Summit)

ICS CONTROLLER RUN MAINTENANCE INSPECTION

Contractor will:

1. Report in with the Customer Representative.
2. Review customer logs with customer for operational problems and trends.
3. Make a back-up copy of the program, if applicable.
4. Check for loose or damaged parts or wiring.
5. Check for any accumulation of dirt or moisture. Clean if required.
6. Verify proper grounding.
7. Inspect interconnecting cables and electrical connections. (TUC connections checked on annual inspections only).
8. Verify power supply for proper voltage. (TUC power supplies checked on annual inspection only).
9. Via terminal or PC workstation, view binary and analog data.
10. Verify proper communication link operation between the control panel and the external ICS devices, if applicable.
11. Verify the correct time and date, if applicable.
12. Check modem operation, if applicable.
13. Clean the external surfaces of the panel enclosure.
14. Review operating procedures with operation personnel.

15. Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

**VAV BOX UCM
MAINTENANCE INSPECTION**

1. Verify that the UCM is in stable control of the desired value(s).
2. Where controller performance is in question.
3. Change set point values. Verify smooth stable control at the new value.
4. Return set point to original value.
5. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments as necessary.

Equipment Coverage

| Equipment | Manufacturer | Model Number | # of Units | Inspection Frequency |
|-----------------|--------------|---------------|------------|----------------------|
| Control Systems | Trane | Tracer Summit | 3 | 6 per year each unit |

| Equipment | Manufacturer | Model Number | Serial Number | Location |
|---------------------|--------------|--------------------------|---------------|----------------|
| Trane Tracer Summit | Trane | BMTW0000AA0A04200A-1700 | E00G05633 | A Building |
| Trane Tracer Summit | Trane | BMPU000BAA50000000000000 | E99K05961 | B School |
| Trane Tracer Summit | Trane | BMTK000AA0A510 | 49500520 | Johnson School |

This plan provides preventative maintenance inspections, emergency service, all labor and parts to diagnose, repair or replace components of the Trane Tracer Summit control system listed as needed to ensure proper operation.

Contractor must provide preventive maintenance inspections of at least 6 times per year

Contractor will provide 1 –year warranty on new Software and upgrade which will include parts and labor.

Contractor will include in bid price, all costs for parts, labor, and yearly maintenance.

All employees of successful contractor, who will be performing maintenance at this site, will be subject to a background check.

Training Services

- 1. ON-SITE – Contractor will perform on-site training for the Trane Tracer Summit System as requested by the owner at no cost to the owner.**
- 2. OFF-SITE – Contractor will provide one annual off-site Trane Tracer Summit three (3) day seminar for the customer at a Trane training facility .**

This contract will be awarded to the vendor with the lowest bid meeting all of the specifications.

DJS010316 - HVAC Control Side MAINTENANCE CONTRACT BID FORM

| Item # | Description | Estimated Usage | * Unit Price | Extended Price |
|--------------|---------------------------------------|------------------|--------------|----------------|
| 1 | SOFTWARE UPGRADE | Initial (1 time) | \$ | \$ |
| 2 | ANNUAL MAINTENANCE CONTRACT -1st Year | monthly | \$ | \$ |
| 3 | ANNUAL MAINTENANCE CONTRACT -2nd Year | monthly | \$ | \$ |
| 4 | ANNUAL MAINTENANCE CONTRACT -3rd Year | monthly | \$ | \$ |
| Total | | | | \$ |

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name: _____
 Address: _____
 Phone#: _____
 Email Address: _____

Contract Coordinator Information:

Name: _____
 Address: _____
 Phone#: _____
 Email Address: _____

This form is for bidding evaluation purposes only.
 * Item #1 Software Upgrade One Time Charge
 * Item #2, #3, #4 Monthly Charge x 12 = extended price (yearly)

RFQ No. _____

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____