REQUEST FOR BIDS # 101921
SERVICES

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Questions will be received until November 15, 2021

Proposals will be received until November 29, 2021, 3:00PM EST,
REQUEST FOR BIDS

RFB # 101921

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: Southern West Virginia Community and Technical College is seeking in an RFB microscopes to be used in a classroom lab setting. The microscopes need to be an all-purpose, light-optical device used primarily for examining cell and tissue cultures.

1.2 Schedule of Events:

Release of RFB: October 27, 2021
Question Deadline: November 15, 2021
Addendum/Response to Questions: November 22, 2021
Proposal Due Date: November 29, 2021 by 3:00 pm
Target Award Date: December 06, 2021

1.3 Bidder’s Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Bid (RFB) is:

Velva Pennington
Director of Fleet Management and Purchasing
Email: velva.pennington@southernwv.edu

1.4 Posting of Information: This RFB and any addenda, including answers to questions, will be posted on http://www.southernwv.edu/request-for-quotation_______#101921___________.

1.5 Questions and Answers: Questions concerning this RFB will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference RFB 101921 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Deliver an original and one copy of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFB number, the bid opening date/time and the Director of Procurement’s name.

BIDS RECEIVED AFTER THE DUE TIME AND DATE WILL NOT BE CONSIDERED. IT IS THE BIDDER’S SOLE RESPONSIBILITY TO ENSURE Timely DELIVERY OF THE BID.

1.7 Bids shall remain in effect ninety (90) days from the submission date.
1.8 Conflict of Interest: By signing the bid, the bidder affirms that it and its’ officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its’ proposal. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to the institution promptly.

1.9 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder’s proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.10 Rejection of Bids: The Director of Purchasing reserves the right to accept or reject any or all bids, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFB at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the institution in any manner.

1.11 Expenses: The institution will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the proposal or attend any oral presentation.

1.12 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB may be awarded without such discussions or interviews.

1.13 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder’s representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFB by an official written addendum is binding.

1.14 Award: It is anticipated that a single contract will be awarded for all services. However, the institution reserves the right to configure the contract in whatever manner is in its’ best interests.

1.15 Public Record: All documents submitted in response to the RFB and any documents created as a result of this RFB are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.16 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the institution may terminate the contract at the end of the affected current fiscal period without charge or penalty. The institution shall
give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.17 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFB immediately at any time the vendor fails to meet the terms of the contract.

1.18 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the Systems and is included in the bidder’s response to this RFB.

1.19 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.20 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding $25,000. See Exhibit A.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the institution to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit B.

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed and returned with the bidder’s proposal.

2.6 RFB Response Title Page – The Title Page includes the RFB Number, Addenda Received check boxes, the Bidder’s business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to
obligate the business. See Exhibit D.

SECTION 3: BACKGROUND INFORMATION

Southern West Virginia Community and Technical College is a small college based in Logan (Mount Gay), WV is looking to purchase 20 microscopes to be used in one of our allied health program labs.

These microscopes need to be reliable microscopes that can take a lot of wear and tear. We need these microscopes to be an all-purpose, light optical device that can be used to examine cell and tissue cultures. Typical applications are examinations of blood and tissue samples taken from the human body, plants, or animals.

SECTION 4: SCOPE OF SERVICES

These microscopes need to be compact microscopes for digital teaching and routine lab work. The microscope needs to offer a pre-defined package to allow learning in a digital classroom. The microscope should also offer an eco-mode and light manager.

These microscopes must feature a digital microscope camera that is fully integrated into the tube. The microscopes can connect in your classroom with Lapscope. With the optional software module Lab scope Teacher, professors will be able to manage and organize a digital classroom by getting insights inside every student microscope from an Apple iPad or Windows PC.

Microscopes must offer:

• Provide faculty the ability to choose the best configuration for your tasks at hand from a number of pre-defined packages. A selection of objectives is already included.

• Plug in and start focusing on your work with the Fixed Köhler. Or train and learn the Köhler set-up with Full-Köhler packages.

• Transmitted light brightfield, darkfield, simple polarization, phase contrast and fluorescence contrast are contrast techniques of choice. Just choose what your application asked for.

• Be ready to teach digital natives in a digital classroom with HD.

• Benefit from the integrated 8.3 MPx HD with numerous interfaces for your flexible setup in your training courses environment (USB 3.0, HDMI, Ethernet, Wi-Fi compatible).

• Use free of charge Labscope App on your Windows PC or iOS device. Create images, movies, share your results with your peers and get ready for your first annotations.

Configured Requirements
• Fixed-Köhler
• Full-Köhler
• HD

**Microscope Specifications**

• Stand Upright
• Optical system Infinite TL180*
• Minimum viewing height in mm 370 mm to 410 mm
• Eyepiece suitable for wearers of glasses
• Field of view in mm 20/22
• Integrated carrying handle
• Integrated solution to accommodate cable when stored
• Power supply External, on the stand
• Intensity indicator for illumination

**Contrasting Techniques**

• Transmitted light, brightfield
• Darkfield
• Phase contrast
• Fluorescence
• Simple polarization contrast
• Illumination
• Transmitted light: HAL 30 (halogen), LED, illumination mirror
• Reflected light: LED fluorescent reflected light

**Documentation**

• Camera tube
• Integrated camera

**Illumination**

• Full Köhler
• Integrated LED fluorescence 1 LED
• Maximum power consumption in W, halogen transmitted light illumination 30
• LED transmitted light illumination
• Plug-in mirror Yes, for fixed Köhler

**Accessories**

Accessories
Objective lenses (HF, Ph, D = 0, 100× dry), Ph-sliders, set of filters (blue, green, yellow), reflected light fluorescence attachments, sample slide kit, transmitted light mirror, eyepiece pointer, crossline micrometer, simple polarization accessory, transport and storage cases
SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following.

5.1 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items.

5.2 Provide a proposed schedule for completion of the services.

5.3 Provide the names, telephone numbers and mailing addresses of at least one client and the contact person from whom references may be obtained. References should be from clients comparable to the type and scope of services solicited in this RFB.

SECTION 6: BIDDER RESPONSE

6.1 Economy of Preparation: Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

6.2 A Title Page (Exhibit D) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.3 The bid will be awarded to the lowest cost vendor meeting all qualifications.

SECTION 7: ADDITIONAL INFORMATION

7.1 By submitting a bid in response to this RFB, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFB in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deemed appropriate and in the best interests of the Systems.
7.2 The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.
STATE OF WEST VIRGINIA - PURCHASING DIVISION

EXHIBIT A

VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the West Virginia Code §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding $2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a $125.00 annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at wvOASIS.gov. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of $125.00. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (West Virginia Code §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the Vendor Code of Conduct available online at www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in West Virginia Code §5A-3-12, other applicable sections of the West Virginia Code, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to West Virginia Code of State Rules §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit www.state.wv.us/admin/purchase/VendorReg.html. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.
1. Legal Name of Company/Individual

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<th>Ordering Address</th>
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<td>Fax Number</td>
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<th>Principle Contact Person</th>
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<tr>
<th>Contact's Telephone Number</th>
<th>Contact's Fax Number</th>
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<th>City, State, Zip</th>
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<th>Contact's Telephone Number</th>
<th>Contact's Fax Number</th>
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2. Vendor Tax Classification:

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<tr>
<th>Individual</th>
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<tr>
<td>Sole Proprietor</td>
<td>Medical Corporation</td>
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<tr>
<td>Partnership</td>
<td>Attorney Corporation</td>
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<tr>
<td>Corporation</td>
<td>Non-Profit Organization</td>
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<tr>
<td>Board Member</td>
<td>Payroll</td>
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<td>Trust</td>
<td>Employee</td>
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<td>Estate</td>
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3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

[ ] [ ] [ ] [ ] [ ] [ ] EIN

If you do not have an EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

[ ] [ ] [ ] [ ] [ ] - (SSN, ITIN, ATIN)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, woman-, and minority-owned businesses. Requirements related to the certification program are provided in the West Virginia Code of State Rules §140-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with West Virginia Code §5A-3-37. This certification may assist resident small, woman-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (Check all those which apply)

[ ] Minority-owned Business [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
  - African American means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  - Asian American means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
  - Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  - Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

☐ Small Business [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

☐ Women-owned Business [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the Code of Federal Regulations, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. Check all that apply.

☐ Disabled Small Business Ownership [4]

☐ Veteran Small Business Ownership [5]

5. Commodity Codes: You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

6. List the name, title, city and state of residence for all owners/officers. If the vendor is an individual, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a firm, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a corporation created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

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<th>Name</th>
<th>Position</th>
<th>City and State of Residence</th>
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If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here:________

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VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. List the bank name, city, state, and telephone number of one or more financial institutions to serve as reference for the vendor.

8. What is the latest Dun & Bradstreet number and rating on the vendor?

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.

☑ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with West Virginia Code §5A-3-12(e).

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor’s signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Authorized Agent of Vendor (Print Name)

Authorized Agent (Signature)

Title

Date

PURCHASING DIVISION
USE ONLY

Vendor ID:

Check No. :

Memo No. :

Date: ________________________

Entered by: __________________
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line (do not leave this line blank).

2. Business name/discontinued entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual proprietor or single-member LLC
   - Corporation
   - Partnership
   - Trust/estate
   - Other (see instructions)

4. Exemptions (please apply only to certain entities; see instructions on page 8)

   - Exempt payee codes (see instructions on page 8)
   - Exemption from FATCA reporting codes (see instructions on page 8)

5. Address (street, suite, or suite no, and apt. or suite no) See instructions.

6. City, state, and ZIP code

7. Taxpayer identification number (TIN) (optional)

Social security number

or

Employer identification number

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends on your return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, Item 3.

Signature

Date

General Instructions

Section references are to the internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW-9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by broker)
- Form 1098 (proceeds from real estate transactions)
- Form 1098-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-O (canceled debts)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

   a. An individual who is a U.S. citizen or U.S. resident alien;
   b. A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
   c. An estate (other than a foreign estate) or
   d. A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1441 on any foreign partners' share of effectively connected income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under subsection 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must fill out Form W-9 to establish his or her status with the partnership and avoid withholding on effectively connected income from the partnership conducting a trade or business in the United States.

1. In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
2. In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
3. In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8884 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Estates).

Nonresident alien who becomes a resident-alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following items:

1. The treaty country.
2. The treaty article addressing the income.
3. The article number (for locating) in the tax treaty that contains the saving clause and its exception.
4. The type and amount of income that qualifies for the exemption under the treaty.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 80 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States for 183 days. Paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 12, 1984) allows the provisions of Article 80 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that describes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate complete Form W-8 or Form 8884.

Backup Withholding

What is backup withholding? Parents making certain payments to you must deduct additional withholding and pay the IRS the difference between what they actually withheld and the amount required by law. Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part if for details);
3. The IRS tells you that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1987 only).

Certain payments and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requestor of Form W-9 for more information on backup withholding.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payments are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a corporation that electric to be an S corporation, or if you no longer are a tax-exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $500 for each such failure unless your failure is due to reasonable cause and not to willful neglect. You also pay a penalty for failure to report or to backup withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Specific Instructions

**Line 1**
You must enter one of the following on this line: do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI), list first, and then close, the names of the person or entity whose names you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

Individuals generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name you knew at the Social Security office, and your new last name. Note: ITIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- **Solo proprietor or single-member LLC:** Enter your individual name as shown on your 1040/1040A/1040EZ line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership:** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities:** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- **Disregarded entity:** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 31.7701-2(a)(3)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. Tax ID.

**Line 2**
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>If the entity/individual on line 1 is:</th>
<th>THEN check the box for:</th>
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<tbody>
<tr>
<td>Corporation</td>
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<tr>
<td>Individual/Sole proprietor, or LLG</td>
<td>Individual/sole proprietor or single-member LLC</td>
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<td>LLC treated as a partnership for U.S. federal tax purposes, or LLC that is disregarded as an entity separate from its owner but is not disregarded for U.S. federal tax purposes.</td>
<td>Limited liability company and enter the appropriate tax classification.</td>
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<td>Partnership</td>
<td>Partnership</td>
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<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
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</table>

**Line 4, Exemptions**
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any codes that may apply to you.

- **Exempt payee code.**
- **Generally, individuals (excluding sole proprietors) are not exempt from backup withholding.**
- **Corporations are not exempt from backup withholding for certain payments, including interest and dividends.**
- **Corporations are not exempt from backup withholding for payments made in settlement of payment made on third-party network transactions.**
- **Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.**

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1-10 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) (if the account satisfies the requirements of section 414(u));
2-3 The United States, any of its agencies or instrumentalities;
3-4 A state, the District of Columbia, a U.S. commonwealth or possession, or any of its political subdivisions or instrumentalities;
4-5 A foreign government or any of its political subdivisions, agencies, or instrumentalities;
5-6 A corporation;
6-7 A charitable or educational organization under section 501(c)(3) of the Internal Revenue Code of 1986, if it is a public charity and is not described in section 509(a)(1) or (2) or section 4947(a)(1);
If the payment is for... THEN the payment is exempt for...

| Interest and dividend payments | All exempt payments except for 7 |
| Bearer transactions | Exempt payments 1 through 4 and 6 through 11 and all C corporations. |
| Bearer exchange transactions and patronage dividends | Exempt payments 1 through 4 |
| Payments over $500 required to be reported and direct sales over $5000 | Generally, exempt payments 1 through 8 |
| Payments made in settlement of payment card or third party network transactions | Exempt payments 1 through 4 |

1 See Form 1099-MISC, Miscellaneous Income, and its Instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorney fees; gross proceeds paid to an attorney reportable under section 6046A; and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payments that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave the field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-4 with “Not Applicable” or any similar indication written or printed on the line for a FATCA exemption code.

M—A tax exempt trust under a section 408(p) plan or section 401(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payment code should be completed.

Line 6
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-8 will mail your information return. If this address differs from the one the requester already has on file, write N/A in the box. If your address is provided, there is a chance the old address will be used until the payer corrects your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an EIN, you may use your IRS Individual taxpayer Identification number (ITIN). Enter it in the social security number box. If you do not have a TIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN or EIN. If the owner has more than one LLC, enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Certification of Non-Residency, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the BEA website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.usa.gov/OrdinFormItem W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-8 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to real estate transactions, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for a TIN or that you want to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form 8.

Part II. Certification

to establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. You may be requested to sign by the withholding agent even if Items 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payments, see Exempt payment code, later.

Signature requirements. Complete the certification as indicated in Items 1 through 6 below.
1. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or political subdivision) or an individual that receives agricultural program payments.

2. Grantor trust filing under the Form 1041 Filing Method 1 (see regulations section 1.671-4(f)(2)(iii)(a)).

3. Individual.

4. The actual owner of the account or, if combined funds, the first individual on the account.

5. The purpose of the account or, if combined funds, the purpose of the account.

6. The name/first of the account.

7. For this type of account:

   a. Give name and EIN of:

   b. The public entity.

   c. The trust.

   d. The grantor.

   e. The corporation.

   f. The organization.

   g. The partnership.

   h. The broker or registered.

   i. The individual.

   j. The minor.

   k. The minor or legal guardian.

   l. The estate.

   m. The owner.

   n. The legal entity.

   o. The corporation.

   p. The organization.

   q. The partnership.

   r. The broker or registered.

   s. The account.

   t. The purpose of the account or, if combined funds, the purpose of the account.

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The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward the message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.consumer.gov/idtheft or 877-ID-THEFT (877-438-4338). If you have been the victim of identity theft, see www.identitytheft.gov and Pub. 9027.

Visit www.fraud.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Required users of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. Commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 6662, payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payer who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(3), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employees’ fund or being in policy default, as defined in W. Va. Code § 29-20-2, failure to maintain mandatory workers’ compensation coverage, or failure to fully meet its obligations as a workers’ compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor’s authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §§1-8-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor’s Name: ____________________________

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

Purchasing Affidavit (Revised 06/19/2018)
The undersigned declares that he/she has read the RFP and that the following proposal is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 ____________ (Initial receipt)
Addendum 2 ____________ (Initial receipt)
Addendum 3 ____________ (Initial receipt)

____________________________________
(Signature of Signee)

____________________________________
(Name of Signee)

____________________________________
(Title)

____________________________________
(Company Name)

____________________________________
(Street Address)

____________________________________
(City, State, Zip)

____________________________________
(Telephone Number)

____________________________________
(E-mail)

____________________________________
(Date)
STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State");
Vendor:
Contract/Lease Number ("Contract");
Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor’s form(s), however, includes one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State’s incorporating Vendor’s form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or offers the legal enforceability of certain terms and conditions contained in Vendor’s form(s). Therefore, on the date shown below such signature line, the parties agree to the following contractual terms and conditions in this Addendum are deemed over any conflicting terms made a part of the Contract:

1. ORDER OF PRECEDENCE: This Addendum modifies and supersedes anything contained on Vendor’s form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR’S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. PAYMENT — Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. BUDGET YEAR FUNDING — Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. RIGHT TO TERMINATE — The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination’s effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. DISPUTES — Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted, as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney’s fees, unless ordered by a court of competent jurisdiction is deleted.

7. GOVERNING LAW — Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. RISK SHIFTING — Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. LIMITING LIABILITY — Any language limiting the Vendor’s liability for direct damages to person or property is deleted.

10. TAXES — Any provisions requiring the State to pay Federal, State or local taxes or the tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate in connection with any exempt status.

11. NO WAIVER — Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
12. STATUTE OF LIMITATIONS—Any clause limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. ASSIGNMENT—The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. RENEWAL—Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. INSURANCE—Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. RIGHT TO REPOSSESSION NOTICE—Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. DELIVERY—All delivery under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. CONFIDENTIALITY—Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-3-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. THIRD-PARTY SOFTWARE—If this Contract contemplates or requires the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. AMENDMENTS—The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using italics to identify language being added and stricken through for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve these alterations.

State:

By:

Printed Name:

Title:

Date:

Vendor:

By:

Printed Name:

Title:

Date: