

REQUEST FOR BIDS (RFB) WVNET 01601 MICROSOFT CAMPUS PRODUCTS

West Virginia Network for Educational Telecomputing (WVNET) is requesting bids from Microsoft Authorized Academic Resellers (AER) to allow West Virginia Public Higher Education Institutions and governing bodies (hereafter called the "Consortium") to participate in the Microsoft Campus Licensing Program. For each of the products listed on the Microsoft Product List, the vendor should provide the WVNET price for each item. This agreement will not replace nor supersede any current agreement(s) under Microsoft Select, but will add this program of Microsoft Campus Licensing.

This contract is effective on July 1, 2015, and will extend for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. This contract may be renewed at the option of WVNET for two (2) additional one-year periods if mutually agreeable.

Prices

For the Microsoft Campus Products Agreement, all prices for the purposes of this bid are based on the Microsoft Campus Agreement Pricelist dated May 1, 2015.

PART I CONTRACT REQUIREMENTS

- A. WVNET must deal directly with the selected AER. AER will be responsible for interfacing with Microsoft Corporation to procure any necessary paperwork, authorizations, etc. Reseller is to deal with WVNET for this bid, but with each individual school for media sales, questions, and support. Any and all reporting required by Microsoft must be administered by the AER.
- B. AER must submit a price quote as shown above using the attached bid form indicating proposed consortium prices for all items on the current version of the Microsoft Campus Licensing Program. The total number of participants is unknown until the cost to each campus can be determined.
- C. After review of the cost per FTE, institutions and governing bodies may determine the cost effectiveness and budget availability of funds to participate in the program.
- D. AER must deal directly with the consortium through WVNET to administer and pay for the license. AER must be able to ship to and invoice users directly for media.
- E. All requested media must be shipped within three (3) working days of receipt of order.
- F. Selected AER will be required to have a knowledgeable full time dedicated Academic Sales Representative managing the account that can be reached via phone, fax, and/or the Internet to service WVNET and all the participating institutions. One representative should be available at all times during normal working hours; M-F, 9:00 a.m. - 5:00 p.m., EST.
- G. Selected AER is expected to notify WVNET and all designated institutional coordinators of any program modifications or vendor changes.
- H. Attached are contractual instructions to be included as part of this RFB. The Microsoft Terms and Conditions are to be signed by WVNET and Microsoft, the AER is not involved in this approval process. Upon evaluation of bids submitted against this RFB and after agreement of the terms and conditions between Microsoft and the State of West Virginia, an award may be made.
- I. The award will be based on the lowest FTE cost for Microsoft Campus Licensing Program.

- J. The award is contingent upon the vendor accepting one purchase order from WVNET for the master contract for the Microsoft Campus Licensing Program. WVNET will be responsible for collecting for the campus program from the individual institutions. When the school orders media products by purchase order, it will be the AER's responsibility to bill and collect from the schools with no financial obligation to WVNET as provider of this master contract.
- K. The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment of and concerning the discrimination by reason of race, color, religion, sex, national origin, or physical challenge.
- L. Upon award of a contract under this request for bids, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the State of West Virginia which require such person or entity to be authorized and /or licensed to do business in the State. The successful vendor shall enter into an agreement as a condition of the contract, that subjects it to the jurisdiction and process of the courts of the State of West Virginia as to all matters and disputes arising out of or arising under the contract and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political divisions.
- M. Following is a list of institutions and governing bodies **eligible** to order from this proposed contract is as follows:
1. Bluefield State College
 2. Concord University
 3. Eastern Community and Technical College
 4. Fairmont State University
 5. Glenville State College
 6. Marshall University
 7. Potomac State College of WVU
 8. Shepherd University
 9. Southern West Virginia Community & Technical College
 10. Higher Education Policy Commission
 11. West Liberty University
 12. Marshall University Graduate College
 13. Mountwest Community and Technical College
 14. West Virginia University Institute of Technology
 15. West Virginia Network
 16. West Virginia Northern Community College
 17. West Virginia School of Osteopathic Medicine
 18. West Virginia State University
 19. West Virginia University
 20. West Virginia University at Parkersburg
 21. New River Community and Technical College
 22. Blue Ridge Community and Technical College
 23. Pierpont Community and Technical College
 24. Bridge Valley Community and Technical College
 25. Alderson-Broaddus University

Additional institutions may join the consortium at the time of contract renewal at the then current price, less any appropriate discounts as provided on the original bid.

PART II INSTRUCTIONS TO BIDDERS

1. Use the forms provided by WVNET as instructed.
2. Complete all sections of the bid form.
3. All bids are considered F. O. B. destination, prepaid and allowed.
4. This RFB, addenda and answers to vendor questions will be posted on the WVNET Website at the following URL. It is the vendor's responsibility to check this link for updates to this RFB. <http://www.wvnet.edu/purchasing/bids-display?>
5. Bids must be delivered by the vendor to the office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the bid on time will result in disqualification.

ORIGINAL SIGNED BID TO:

CHIEF PROCUREMENT OFFICER
RFB #01601
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

6. Through this contract the AER will provide products to members of the Consortium.
7. Attached to this RFB is a price sheet in Microsoft Excel containing lines for the Microsoft Campus Licensing Program. Bidders must complete the last column "WVNET Price".

PART III GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of WVNET and West Virginia Higher Education Institutions.
2. WVNET may accept or reject in whole, or in part, any bid.
3. All bids are governed by the West Virginia Code and the rules and regulations of the HEPC.
4. The successful bidder must be a registered vendor with the West Virginia Department of Administration prior to an award. The vendor must also pay the required annual registration fee. Failure to comply will result in rejection of the bid.
5. West Virginia Code §5A-3-10a-(3)(d) requires vendors to submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for quotations which should be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for each vendor.
6. All services performed or goods delivered under higher education purchase orders are to be continued for the terms of the purchase order, 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 after June 30.

7. Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed. Vendors are to provide amounts for outright purchase, payable in arrears.
8. Interest may be paid for late payment in accordance with the West Virginia Code.
9. WVNET is exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificate may be requested.
10. The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia shall govern all rights and duties under the contract.
12. This contract is to become effective upon approval for one year, with options to renew for two (2) more one year periods, at the discretion of WVNET.
13. WVNET reserves the right to cancel the contract with 30 days notice in the event the vendor is not meeting expectations. WVNET may re-award to another bidder in lieu of beginning a new bid process.
14. Please refer to the following exhibits which are a part of this RFB:
 - Exhibit A, Instructions to Bidders
 - Exhibit B, Purchase Order Terms and Conditions
 - Exhibit C, WV-96A Agreement Addendum
 - Exhibit D, Amendment Receipt Form
 - Exhibit E, No Debt Affidavit
 - Exhibit F, Vendor Registration and Disclosure Statement
 - Exhibit G, Drug Free Workplace Conformance Affidavit
 - Exhibit H, Vendor Preference Certificate

PART IV PROCEDURAL SPECIFICATIONS

A. VENDOR BIDS

1. The vendor must respond to each mandatory requirement of this RFB.
2. A vendor's response should consist of:
 - a. a copy of the RFB with the vendor's understanding of each requirement sequentially numbered and in proper position;
 - b. the vendor's completed WV-96A in the event that the vendor has terms and conditions to be signed by WVNET; and
 - c. any bid that does not adhere to this format, and/or which does not address each requirement within the RFB, may be deemed non-responsive and may be rejected on that basis.
3. WVNET reserves the right to waive any informality in the bid format.

4. The vendor should provide one (1) complete copy of their bid for use in the evaluation process and one (1) electronic copy of their bid along with the one (1) signed original.
5. Bids should be prepared simply and economically, providing a straight-forward, concise description of the vendor's capability to satisfy the requirements of the RFB and the attached price sheet completed.
6. The vendor shall bear all costs associated with the preparation and presentation of the vendor's quote. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFB.
7. All bids must be signed by a representative of the company authorized to commit the company to the provisions of this RFB. Unsigned RFB's will be rejected unless an authorized representative is present at the bid opening and provides the needed signature, and provided that discovery is made before the tabulation of quotes for the award.
8. The reseller must provide written authorization from Microsoft that they are an authorized Academic Reseller so WVNET may verify that the requirements of the request can be fulfilled. Vendor must have been authorized by Microsoft for a minimum of one year.
9. WVNET requires the vendor to provide at least a one-year time limit on all quoted prices per FTE. Any price reductions publicly announced between bid award and approval must be included in the final contract. Decreases in media costs must be passed on to the institutions.
10. No firm quantities are listed in this request. It is understood that this is an open end contract available for all of the Higher Education Public Colleges and Universities in West Virginia. There is to be no penalty or back billing for not purchasing any or all items specified.

B. SCHEDULE OF EVENTS FOR RFB #01601

Release of RFB	April 17, 2015
Deadline for Vendor Written Inquiries	5:00 PM EDT, April 27, 2015
Response to Vendor Questions	April 30, 2015
Bid Opening Date and Time	1:00 PM EDT, May 12, 2015

1. Release of RFB: This RFB is being issued by WVNET on April 17, 2015. You are invited to quote on the enclosed requirements. Pre-contract discussions and agreements are preliminary in nature. Neither WVNET nor the State of West Virginia will assume any obligation to the vendor until a formal commitment in writing has been made.
2. Deadline for Vendor Written Inquiries: Vendors may submit written questions relative to the intent or clarity of this RFB until 5:00 PM on April 27, 2015. All written questions must be addressed to:

Chief Procurement Officer
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505
Email: gkidder@mail.wvnet.edu

3. Response to Vendor Questions: Written responses to significant written questions and written questions and any RFB amendments (addenda) will be posted by April 30, 2015.

Questions and answers that are determined by WVNET to be significant to other bidders will be made available to all interested vendors on the WVNET purchasing website at the following address. It is the vendor's responsibility to check the website for answers to questions and for addenda related to this RFB:
<http://www.wvnet.edu/purchasing/bids-display?>

4. Bid Opening Date and Time: All vendor bids must be received at WVNET by 1:00 PM Eastern Time on May 12, 2015. Bids must include a letter committing the vendor to the bid signed by authorized personnel and the bid must be valid for a period of at least 60 days. Please reference the RFB #01601 on all paperwork.

C. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all software and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's bid and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractors does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing and a change order must be processed. The Prime Contractor shall be responsible for meeting all of the terms and conditions resulting from this RFB.

D. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, WVNET against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court or other entity having jurisdiction awards as a result of such claim. To qualify for such defense and/or payment, WVNET shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide WVNET the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by WVNET to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

E. WVNET ADMINISTRATIVE FEE

Vendor should bid on this request with the knowledge that WVNET has administrative costs and that all sales from this contract will be subject to a 2% administrative fee. Please include this as part of your bid response on the bid sheet.

Vendor will be responsible to report total sales from this contract to the Chief Procurement Officer at WVNET on a quarterly basis, and include the 2% WVNET administrative fee remittance with that report.

AFFIDAVIT OF COMPLIANCE WITH MANDATORY REQUIREMENTS

The undersigned hereby certifies that he/she has read and understood all mandatory requirements included in this RFB. In cases where the requirements provide that the vendor must have the capacity to provide these goods/services to all higher education institutions in the State of West Virginia, the undersigned certifies that the vendor has such capacity. In cases where the requirements stipulate that the vendor must agree to certain terms and conditions, the vendor hereby agrees to those terms and conditions.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Email Address: _____

Date: _____

INSTRUCTIONS TO BIDDERS
(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D

Amendment Receipt Form

RFB/RFP # _____

I acknowledge the receipt of the following amendments for the above
stated bid:

Amendment 1: _____

Amendment 2: _____

Amendment 3: _____

If there are no amendments to this RFB/RFP, this form is not required
to be submitted with the bid.

All amendments will be placed on the WVNET website at this URL:

<http://wvnet.edu/purchasing?id=169>

Bidding Vendor Signature _____

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 _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

5. Are you registering as a new vendor with the Purchasing Division? _____ **No** _____ **Yes**

6. Are you updating the information previously submitted? _____ **No** _____ **Yes**

7. Are you completing this form to register a branch/division/subsidiary?
If yes, please list the parent company's name, address, and FEIN. _____ **No** _____ **Yes**

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City and State

9. List the name, title, city and state of residence for all officers. Attach an additional sheet if space is needed.

Name

Position

City and State of Residence

If the vendor is classified as a Limited Liability Company (LLC) with only one officer, list officer above and initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

11. What is the latest Dun & Bradstreet number and rating on the vendor *(if available)*?

12. 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**

13. List the three digit commodity code number(s) from the list on pages 3 and 4 which best describe the product(s)/service(s) furnished by your company. *(Attach additional page, if necessary)*

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete.

_____ *Vendor Signature*

_____ *Title*

_____ *Date*

PURCHASING DIVISION USE ONLY

Vendor ID: ***** _____

Check No.: _____

Memo No.: _____

Date: _____

Entered by: _____

Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
005	ABRASIVES	233	CRAFTS, SPECIALIZED
010	ACOUSTICAL TILE, INSULATING MATERIALS, & SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, SUPPLIES
015	ADDRESSING, COPYING, MIMEOGRAPH MACHINES	245	DAIRY EQUIPMENT & SUPPLIES
020	AGRICULTURAL EQUIPMENT	250	DATA PROCESSING CARDS & PAPER
022	AGRICULTURAL, PARTS	920	DATA PROCESSING SERVICES & SOFTWARE
025	AIR COMPRESSORS & ACCESSORIES	255	DECALS & STAMPS
031	AIR CONDITIONING, HEATING, & VENTILATING EQUIPMENT	260	DENTAL EQUIPMENT & SUPPLIES
035	AIRCRAFT & AIRPORT, EQUIPMENT, PARTS & SUPPLIES	265	DRAPERIES, CURTAINS, UPHOLST. MATERIALS (& AUTO)
905	AIRCRAFT OPERATIONS SERVICES	271	DRUGS, PHARMACEUTICAL, & SETS
040	ANIMALS	924	EDUCATIONAL SERVICES
045	APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE	280	ELECTRICAL CABLES & WIRES (NOT ELECTRONIC)
906	ARCHITECT-ENGINEER & PROF. DESIGN SERVICES	285	ELECTRICAL EQUIP. & SUPPLIES (EXCEPT CABLE & WIRE)
050	ARTEQUIPMENT	287	ELECTRONIC COMPONENTS, REPLACE. PARTS, & ACCESS.
052	ART OBJECTS	295	ELEVATORS, BUILDING TYPE
715	AUDIOVISUAL MATERIALS (PREPARED)	300	EMBOSSING & ENGRAVING
055	AUTOMOTIVE ACCESSORIES	290	ENERGY COLLECTING EQUIPMENT: SOLAR & WIND
065	AUTOMOTIVE BODIES, PARTS	305	ENGINEERING EQUIP., SURVEYING EQUIP., DRAWING
060	AUTOMOTIVE PARTS	310	ENVELOPES, PLAIN OR PRINTED
075	AUTOMOTIVE SHOPEQUIPMENT	315	EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS
070	AUTOMOTIVE VEHICLES & TRANSPORTATION EQUIPMENT	929	EQUIPMENT MAINTENANCE, ETC., AG, AUTO, INDUSTRIAL
080	BADGES, EMBLEMS, NAME TAGS & PLATES, JEWELRY, ETC.	931	EQUIPMENT MAINTENANCE, ETC., APPLIANCE, FURNITURE
085	BAGS, BAGGING, TIES, & EROSION CONTROL EQUIPMENT	934	EQUIPMENT MAINTENANCE, ETC., GENERAL
090	BAKERY EQUIPMENT	938	EQUIP. MAINTENANCE, ETC., LAUNDRY, LAWN, PLUMBING
375	BAKERY PRODUCTS	936	EQUIPMENT MAINTENANCE, ETC., MEDICAL
095	BARBER & BEAUTY SHOP EQUIPMENT & SUPPLIES	939	EQUIPMENT MAINTENANCE, ETC., OFFICE, PHOTO, TV
100	BARRELS, DRUMS, KEGS, & CONTAINERS	318	FARE COLLECTION EQUIPMENT & SUPPLIES
105	BEARINGS (WHEEL BEARINGS & SEALS - SEE CLASS 060)	320	FASTENING EQUIPMENT
110	BELTS & BELTING: CONVEYOR, ELEVATOR, POWER TRANS.	325	FEED, BEDDING, VITAMINS & SUPPLEMENTS FOR ANIMALS
115	BIOCHEMICALS, RESEARCH	330	FENCING
270	BIOLOGICALS FOR HUMAN USAGE	335	FERTILIZERS & SOIL CONDITIONERS
120	BOATS, MOTORS, & MARINE & WILDLIFE SUPPLIES	946	FINANCIAL SERVICES
125	BOOKBINDING SUPPLIES	340	FIRE PROTECTION EQUIPMENT & SUPPLIES
908	BOOKBINDING, REBINDING, & REPAIRING	345	FIRST AID & SAFETY EQUIP. (NOT NUCLEAR OR WELDING)
135	BRICKS & OTHER CLAY PRODUCTS, REFRACTORY MATERIALS	350	FLAGS, FLAG POLES, BANNERS, & ACCESSORIES
140	BROOM, BRUSH, & MOP MFC MACHINERY & SUPPLIES	360	FLOOR COVERING, INSTALLATION, REMOVAL & SUPPLIES
145	BRUSHES (NOT OTHERWISE CLASSIFIED)	365	FLOOR MAINTENANCE MACHINES
150	BUILDER'S SUPPLIES	370	FOOD PROCESSING & CANNING EQUIPMENT & SUPPLIES
910	BUILDING MAINTENANCE & REPAIR SERVICES	380	FOODS: DAIRY PRODUCTS
155	BUILDINGS & STRUCTURES: FABRICATED & PREFABRICATED	385	FOODS: FREEZE-DRIED, FROZEN, READY-TO-EAT
160	BUTCHER SHOP & MEAT PROCESSING EQUIPMENT	390	FOODS: PERISHABLES
165	CAFETERIA & KITCHEN EQUIPMENT, COMMERCIAL	393	FOODS: STAPLES
175	CHEMICAL LABORATORY EQUIPMENT & SUPPLIES	395	FORMS, CONTINUOUS: COMP. PAPER, LABELS & FOLDERS
180	CHEMICAL RAW MATERIALS	400	FOUNDRY CASTINGS, EQUIPMENTS, AND SUPPLIES
190	CHEMICALS & SOLVENTS, COMMERCIAL (IN BULK)	405	FUEL, OIL, GREASE & LUBRICANTS
192	CLEANING COMPOSITIONS, DETERGENTS (PREPACKAGED)	415	FURNITURE, LABORATORY
193	CLINICAL LABORATORY REAGENTS & TESTS	425	FURNITURE, OFFICE
195	CLOCKS, TIMERS, WATCHES, & EQUIPMENT	420	FURNITURE: CAFE., CHAPEL, DORM., HOUSE, SCHOOL
200	CLOTHING, APPAREL, UNIFORMS, & ACCESSORIES	410	FURNITURE: HEALTH CARE & HOSPITAL FACILITY
915	COMMUNICATIONS & MEDIA SERVICES	430	GASES, CONTAINERS, EQUIPMENT: LAB., MED., WELDING
205	COMPUTER SYSTEMS: HARDWARE, SOFTWARE, & SUPPLIES	435	GERMICIDES, HEALTH CARE
210	CONCRETE & METAL CULVERTS, PILINGS, PIPE, SUPPLIES	440	GLASS & GLAZING SUPPLIES
220	CONTROLLING, INDICATING, MEASURING, SUPPLIES	450	HARDWARE & RELATED ITEMS
225	COOLERS, DRINKING WATER (WATER FOUNTAINS)	948	HEALTH RELATED SERVICES (HUMAN SER. SEE CLASS 952)
232	CRAFTS, GENERAL	745	HIGHWAY BUILDING MATERIALS, ASPHALT

Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
475	HOSPITAL, SURGICAL & MEDICAL ACCESSORIES	966	PRINTING, PUBLISHING, SILK SCREENING, TYPESETTING
952	HUMAN SERVICES	961	PROFESSIONAL SERVICES
545	INDUSTRIAL MACHINERY & HARDWARE	710	PROSTHETIC DEVICES: HEARING AIDS, AUDITORY, ETC.
485	JANITORIAL SUPPLIES, GENERAL LINE	968	PUBLIC WORKS, CONSTRUCTION SERVICES
495	LABORATORY & FIELD EQUIPMENT: BIO., BOT., ETC.	720	PUMPING EQUIPMENT & ACCESSORIES
493	LABORATORY EQUIPMENT: BIOCHEM., CHEM., ENV. SCI.	730	RADIO COMM. & TELECOMMUNICATION TESTING, EQUIP.
490	LABORATORY EQUIPMENT: NUCLEAR, OPTICAL, PHYSICAL	725	RADIO COMMUNICATION, TELEPHONE, & TELECOMM.
505	LAUNDRY & DRY CLEANING COMPOUNDS AND SUPPLIES	735	RAGS, SHOP TOWELS, & WIPING CLOTHS
500	LAUNDRY & DRY CLEANING EQUIPMENT	971	REAL PROPERTY RENTAL OR LEASE
954	LAUNDRY & DRY CLEANING SERVICES	740	REFRIGERATION EQUIPMENT & ACCESSORIES
510	LAUNDRY TEXTILES & SUPPLIES	975	RENTAL, LEASE OF EQUIP. - AG., AIR., AUTO.
515	LAWN MAINTENANCE EQUIPMENT, ACCESSORIES (NON-AG)	977	RENTAL, LEASE OF EQUIP. - APPLIANCES, FILM, FURN.
520	LEATHER & RELATED EQUIPMENT, PRODUCTS, ACCESS.	985	RENTAL, LEASE OF EQUIP. - OFFICE, PHOTO, PRINT, TV
525	LIBRARY & ARCHIVAL EQUIPMENT, & SUPPLIES	979	RENTAL, LEASE OF EQUIP. - ENG. LAB., REFRIG.
956	LIBRARY SERVICES	981	RENTAL, LEASE OF EQUIP. - GENERAL EQUIPMENT
530	LUGGAGE, BRIEF CASES, PURSES & RELATED ITEMS	983	RENTAL, LEASE OF EQUIP. - JANITORIAL, LAUNDRY
540	LUMBER & RELATED PRODUCTS	765	ROAD & HIGHWAY EQUIP. (EXCEPT ASPHALT, CONCRETE)
550	MARKERS, PLAQUES, SIGNS, & TRAFFIC CONTROL DEVICES	755	ROAD & HIGHWAY EQUIP., ASPHALT AND CONCRETE
555	MARKING & STENCILING DEVICES	760	ROAD & HIGHWAY EQUIPMENT, EARTH HANDLING
557	MASS TRANSIT, BUS ACCESSORIES	988	ROADSIDE, GROUNDS, & PARK AREA SERVICES
556	MASS TRANSIT, BUSES	770	ROOFING (EXCEPT WOOD - SEE CLASS 540)
559	MASS TRANSIT, RAIL VEHICLE ACCESSORIES & PARTS	775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
558	MASS TRANSIT, RAIL VEHICLES	780	SCALES & WEIGHING APPARATUS (175-08 LAB. BALANCE)
560	MATERIAL HANDLING EQUIPMENT	785	SCHOOL EQUIPMENT & SUPPLIES
565	MATTRESS MANUFACTURING MACHINERY & SUPPLIES	990	SECURITY, FIRE, SAFETY, & EMERGENCY SERVICES
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, ETC.,	790	SEED, SOD, SOIL, & INOCULANTS
575	MICROFICHE & MICROFILM EQUIP., ACC., & SUPPLIES	795	SEWING ROOM & TEXTILE MACHINERY, & ACCESSORIES
578	MISCELLANEOUS PRODUCTS	800	SHOES & BOOTS
962	MISCELLANEOUS SERVICES	803	SOUND SYSTEMS, COMPONENTS, ACCESSORIES: I-COM, PA
580	MUSICAL INSTRUMENTS, ACCESSORIES, & SUPPLIES	805	SPORTING & ATHLETIC GOODS
590	NOTIONS, SEWING ACCESSORIES & SUPPLIES	810	SPRAYING EQUIP. (EXCEPT HOUSEHOLD, NURSERY, PAINT)
595	NURSERY STOCK, EQUIPMENT, & SUPPLIES	815	STEAM & HOT WATER FITTINGS, ACCESSORIES, & SUPPLIES
600	OFFICE MACHINES	820	STEAM BOILERS, STEAM HEATING, & POWER PLANT EQUIP.
605	OFFICE MECHANICAL AIDS & SMALL MACHINES	825	STOCKMENEQUIPMENT & SUPPLIES
615	OFFICE SUPPLIES, GENERAL	998	SURPLUS SALES
610	OFFICE SUPPLIES: CARBON PAPER & RIBBONS, ALL TYPES	830	TANKS: MOBILE, PORTABLE, STATIONARY
620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS	832	TAPE (NOT DP, MEASURING, OPTICAL, SEWING, SOUND)
625	OPTICAL EQUIPMENT, ACCESSORIES, & SUPPLIES	840	TELEVISION EQUIPMENT & ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, ETC.	845	TESTING APPARATUS & INSTRUMENTS (NOT ELECT.)
635	PAINTING EQUIPMENT & ACCESSORIES	850	TEXTILES, FIBERS, HOUSEHOLD LINENS, & PIECE GOODS
645	PAPER (FOR OFFICE & PRINT SHOP USE)	855	THEATRICAL EQUIPMENT & SUPPLIES
640	PAPER & PLASTIC PRODUCTS, DISPOSABLE	860	TICKETS, COUPON BOOKS, SALES BOOKS, SCRIPT BOOKS
650	PARK, PLAYGROUND, & SWIMMING POOL EQUIPMENT	893	TIRES & TUBES
964	PERSONNEL, TEMP. (EMPLOYMENT AGENCY SERVICES)	445	TOOLS, HAND (POWERED & NON-POWERED)
655	PHOTO. EQUIP. (NO GRAPH. ARTS, MICRO, X-RAY)	864	TRAIN CONTROLS, ELECTRONIC
660	PIPES, TOBACCOS, & SMOKING ACCESSORIES	865	TWINE
665	PLASTICS, RESINS, FIBERGLASS	870	VENETIAN BLINDS, AWNINGS, & SHADES
670	PLUMBING EQUIPMENT, FIXTURES, & SUPPLIES	875	VETERINARY EQUIPMENT & SUPPLIES
675	POISONS, AGRICULTURAL & INDUSTRIAL	880	VISUAL EDUCATION EQUIPMENT
680	POLICE EQUIPMENT & SUPPLIES	890	WATER SUPPLY & SEWAGE EQUIP. (NOT AC, LAB.)
685	POULTRY EQUIPMENT & SUPPLIES	885	WATER TREATING CHEMICALS
700	PRINTING PLANT EQUIPMENT & SUPPLIES (EXCEPT PAPERS)	895	WELDING EQUIPMENT & SUPPLIES
705	PRINTING PREPARATIONS: ETCHING, MATS, NEGS., PLATES	898	X-RAY & OTHER RADIOLOGICAL EQUIP. & SUPPLIES



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF _____

COUNTY OF _____, **TO-WIT:**

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

