


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU15ALARMSEC
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FY 21	Buyer CS	Date 8/31/2020	Account	P.O. Date 9/8/14	Contract MU15ALARMSEC
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Vendor Code Security Consultants & Solutions LLC 2841 13th Street Ashland, KY 41102 Ph# 606-471-4010 Fax FEIN# 26-1637772	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>7</u> To renew and amend the contract according to all terms, conditions, and specifications contained in the original contract, including all authorized change orders. Pricing and building listing attached. Alarms, Security Service and Equipment Renewal Period September 1, 2021 to August 31, 2022 Renewal: 7 of 9 Renewals remaining: (2) Two		

Reason for Change: Renewal	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: *Tacey Brundolinski* 8/31/2021
 Authorized Signature Date

N/A
 Attorney General if required Date

PRICING		
I. FIRE ALARM Rate/Cost		
INSPECTIONS		
1) GROUP 1 - Physiscal Plant/MU Child Development Academy	\$2,177.50	Per inspection
2) GROUP 2 - Housing and Residence Life	\$1,698.00	Per inspection
3) GROUP 3 - Athletics/Edwards Stadium	\$260.00	Per inspection
4) GROUP 4 - Medical Services	\$552.00	Per inspection
5) GROUP 5 - Marshall University Graduate College - South Charleston	\$260.00	Per inspection
6) GROUP 6 - Forensics Science Complex	\$97.50	Per inspection
7) GROUP 8 - Public Safety parking Garage 6th Ave	\$32.50	Per inspection
8) GROUP 9 - Robert C. Byrd Institute	\$65.00	Per inspection
9) GROUP 10 - Robert C. Byrd Biotechnology Science Center	\$162.50	Per inspection
10) GROUP 11 - Capstone	\$108.34	Per inspection
11A - Freshmen Rsidence Halls	\$108.33	Per inspection
11B - Rec Center	\$108.33	Per inspection
12) GROUP 13 - Pharmacy	\$280.00	Per inspection
TECHNICIAN RATES		
14) Technician rates used for service cuased by vandalism or other circumstances not considered to be "normal wear and tear"		
A. Rate	\$70.00	Per Hour
B. Plus Mileage Rate	\$70.00	Per Hour
15) Technician rates for service during normal work hours, Monday through Friday		
A. Rate	\$70.00	Per Hour
B. Plus Mileage Rate	\$70.00	Per Hour
16) Technician rates for service after normal work hours, Monday through Friday		
A. Saturday Rate	\$105.00	Per Hour
B. Sunday and Holiday Rate	\$140.00	Per Hour
CAMPUS CARD ACCESS EQIUPMENT		
17) Technician rates for service during normalwork hours, Monday through Friday		
A. Rate	\$70.00	Per Hour
B. Plus Mileage Rate	\$70.00	Per Hour
18) Technician rates for billable work after normal work hours, Monday through Friday		
A. Rate	\$105.00	Per Hour
B. Plus Mileage Rate	\$105.00	Per Hour
19) Saturday Rate	\$105.00	Per Hour
20) Sunday and Holiday Rates	\$105.00	Per Hour
CAMERAS		
21) Panasonic WV-SW355 I-Pro Super Dynamic HD Vandal Resistant Dome	\$994.31	Per Hour
22) Panasonic WV-ASM200 Management & Monitoring Software for PC1	\$596.40	Per Hour
23) Panasonic WV-ND400 High Performance Network Disk Recorder	\$9,329.92	Per Hour
MONITORING, FIRE ALARM AND SECURITY		
24) Coalfield Health Center Chapmanville, WV	\$264.00	Annually
25) Marshall Plaza 4th and 16 Ave	\$339.00	Annually
26) Teas Valley Health (Removed)		
27) Marshall Pharmacy	\$216.00	Annually
28) Marshall Plaza 4th and 16th Avenue	\$339.00	Annually
29) Forensic Science and Annex	\$696.00	Annually
30) Douglas Center	\$290.00	Annually
31) SOM Wellness Center	\$264.00	Annually
32) Medical Corporate Accounting (Removed)		
33) Medical Dentistry (Removed)		
34) Proact (Removed)		
35) Project Hopte (Removed)		

36) Huntington Kitchen (Dietetics)	\$300.00	Annually
37) Marshall Erma Ora Byrd Center	\$408.00	Annually
38) Marshall Graduate Housing Fairfield Landing	\$360.00	Annually
39) MU Medical School	\$504.00	Annually
40) Marshall Memorial Student Center	\$216.00	Annually
41) Marshall Pharmacy School	\$360.00	Annually
42) Robert C Byrd Institute Bridgeport	\$240.00	Annually
43) Marshall Graduate College - South Charleston	\$264.00	Annually

Page 7 of original contract brought forward

If at any time during the life of this contract, the original manufacturer of the equipment, and corresponding software, become discontinued, improved and/or replaced, the contractor shall provide a proposal to include the new or revised products under the appropriate line items. Discounts shall be at the same or greater discount levels as the original product prices. Proposals shall be submitted to the Office of Purchasing within (7) days of the contractor's knowledge of product improvement. Improvements include new releases, updates, including additional features and functionality and successor or upgrade products.

I. INFORMATION

It is the University's intent to procure a fully acceptable, effective and reliable contractor as a single point of contact to supply the system below. These specifications recognize the importance of a complete system operation and is not limited to specifying of service or equipment only.

- Fire Alarms – Inspection, Maintenance, Installation and Monitoring
- Card Access – Inspection, Maintenance and Repairs
- Video Surveillance – Purchase, Installation, and Repairs
- Intrusion Alarms – Installation and Repairs
- Emergency Blue Light Phones

Due to the unique nature of the addressable digital communication fire alarm monitoring system found on the Marshall University Campus, vendors must have manufacturer's support and qualifications for each system and display experience with telephone line installations and switchgear. Personnel will be equipped with electronic instruments, portable air compressor, replacement parts, printed circuit boards, smoke generating devices, lamps and other materials necessary for proper trouble-shooting maintenance and repair service for the equipment covered by this contract. Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.

II. SCOPE OF WORK

Contractor shall be solely responsible for, and have control over means, methods, techniques, sequences and procedures for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

- Fire Alarms

The fire system is designed to be either the communicator for an existing installed fire system or as an integrated control reporting system back to the central station for the early detection of fire, water flow or supervisory alarms.

- Card Access

The access control system, through the addition of card readers and access control modules, can provide the 24-hour capability of effectively managing the entry and/or exit of authorized individuals and restricting access.

- Intrusion Alarms and Video Surveillance

The intrusion systems are intended to provide protection of high value internal areas against intrusion and for the detecting or discouraging burglary or vandalism.

Contractual Obligations

Contractor agrees to indemnify and hold harmless the Owner, including their agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees arising out of, or resulting from the performance of the work.

Site Protection, Notices, Safety

Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with the execution of the Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the University. The Contractor shall adequately protect adjacent property as required by

law, by the Contract Documents, or as otherwise required, to cause no damage to them during the execution of the Contract. This requirement shall also apply to structures above and below ground as conditions of the site require.

Contractor shall take all necessary precautions for the safety of employees and visitors on the site of the Project and shall comply with applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the community.

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any authority having jurisdiction, which bears on the performance of its work.

Contractor shall submit copies of all approved certificates and approvals to the Owner upon receipt. All permits, taxes, fees and licenses necessary to do this work shall be obtained and paid for by the contractor, who shall give all required notices and comply in every way with all County, State and City laws relating to the work.

Contractor shall not commence work under the Contract until after all insurance certificates required herein has been obtained.

New Installations

All new installations of Video Surveillance, Intrusion Alarms, and Card Access Control will abide by university standards and policies and be reviewed and approved by Information Technology Infrastructure's Network and Telecommunications group as well as the ID Office prior to installation. All Internet Protocol services will meet with current standards and procedures and will be requisitioned through these offices based on their then current rate schedules.

Prevailing Wages

The Contractor or Sub-Contractor shall pay the prevailing minimum wage rates as established by the West Virginia Department of Labor for the trade involved for the counties of (Cabell, Wayne, Kanawha, and Logan) in which this contract is performed. Documentation of job payroll shall be provided at the request of Marshall University.

Insurance

Contractor shall provide, prior to beginning any work at the sites, certificate of insurance for delivery to Marshall University indicating all required insurance coverage is in force for Workers' Compensation, Employer's Liability Insurance, Broad Form Comprehensive General Liability Insurance.

III. PERSONNEL

Contractor shall have qualified and certified personnel on staff to provide the highest level of service during the term of the contract.

All work shall be executed in a workmanlike manner, according to the best practices of the trade and shall present a neat and mechanical appearance when completed. Workmen employed on this project shall be qualified and competent to perform the task to which they are assigned. Personnel will be equipped with basic electronic instruments necessary for proper trouble-shooting maintenance and repair service for the equipment.

All workmen must be issued university contractor credentials by the Campus Card Office which must be worn visibly whenever working on campus

Removal of Personnel

Any workman found to be incapable of performing his work due to lack of skill, neglect, ungentlemanly character shall be removed from the project at the written request of:

- Director of Physical Plant
- Director of Environmental Health and Safety
- Campus Card Manager
- Director of Public Safety
- Director of Housing and Residence Life.

IV. SYSTEMS AND SERVICE

Fire Alarm System Inspection and Service

General maintenance and repair services for all fire alarm systems for all buildings associated with Marshall University, including the campus alarm monitoring system located in the Marshall Public Safety Office and all associated equipment located in each building.

Contractor will provide two (2) complete inspections per year, including 100% system test where physically possible, for all systems. At the present time, *approximately* fifty seven (57) buildings are protected by fire alarm systems. If alarm systems are added or removed during the life of this contract, the vendor shall provide a quote detailing the amount to add each new system or the reduction for the removal of an existing system to either be accepted or declined by Marshall University.

The Contractor is advised that it is necessary to take all precautions against the outbreak of fire while operating under this contract.

Contract shall include labor, parts, equipment, tools and transportation costs for services at Marshall University jobsites and frequencies, including but not limited to:

1. Schedule inspections in advance with Building Contact Person.
2. Perform inspection of Fire Alarm System in accordance with current state and local code requirements.
3. Provide a written inspection report following each inspection.
4. Provide an hourly service rate to perform any requested service repair during normal working hours.

Contractor must meet all qualifications as prescribed by the West Virginia State Fire Commission to perform installation, maintenance, or repair of Fire and Burglar Alarm Systems.

General maintenance and inspection shall be provided two (2) times per year as directed by the university. These inspections shall be conducted semiannually, prior to the beginning of each Spring and Fall semester in July and December, or at the request of Marshall University. These inspections consist of initiating 100% of the alarm signaling devices and components to ensure proper operations of devices, audible hardware, zone signals and alarm circuits. These inspections must meet all standards set forth by the National Fire Protection Association, NFPA 72 National Fire Alarm Code. Any malfunctions or noted deficiencies are to be corrected immediately. The Contractor shall be required to maintain adequate spare parts so as not to delay repair of systems due to lack of material, subject to inspection by Marshall

University personnel during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday. Marshall University Police Department must be notified at 696-4357 prior to any inspection or maintenance of a fire or security alarm system. Contractor must place signs at each building exit when inspections or servicing require the sounding of the alarm stating "Building Alarm Testing in Progress". Inspection times must be coordinated with Marshall University to have minimal disturbance to the normal operations of each building entity.

Smoke Evacuation System

The Drinko Library will also require an annual test of the smoke evacuation system. The contractor shall provide all necessary equipment to perform this test. Documentation for this test must be provided to the owner annually.

Parts

All parts required to maintain any of the systems shall be offered to the University at the vendor's standard price. The university reserves the right to purchase parts from others and provide parts to the vendor of this contract for installation.

Emergencies

In the event of emergency service/after hour's calls, the vendor shall provide service within 2 hours of receipt of call maximum. Normal response time during regular work hours shall be within 1 hour of receipt of call.

Modifications

Contractor shall be responsible for verifying that alterations to HVAC Controls, or other activities performed by others are compatible with and do not diminish the effectiveness of systems covered by this contract. Modifications necessary to ensure complete compatibility shall be brought to the immediate attention of the Owner.

Inspection Reports

A copy of each inspection report shall be provided to the Department of Environmental Health and Safety, 209 Sorrell Maintenance Building, upon the completion of each inspection. Owner shall be informed of all inspection findings by written report.

Intrusion Access Control System

Also under this contract will be the general maintenance and inspection of the burglar and security access control systems as outlined in the spreadsheet, to be made at the same set forth requirements of two (2) times per year 100% inspections.

Campus Card Access Equipment

General maintenance, installation, and repair services for all Marshall University Campus Card access equipment. Unless otherwise approved, all spaces controlled electronically must operate through the campus card office as part of the campus-wide Blackboard Transact campus initiative.

Contractor must comply in every way with all County, State and City laws relating to the work.

Contractor must have demonstrable proof of knowledge, understanding and history of working with all aspects of The Blackboard Transact Access Control system including Model 3032 aster and door controllers and alarm monitors.

Any new or replacement parts needed for door access installation or repair must be approved by the Campus Card Office to ensure they are in line with our plan to standardize our models and manufacturers.

Video Surveillance

In conjunction with the fire alarm systems inspection and at the same interval a complete inspection of the Campus video surveillance system shall be accomplished. The system made up of *approximately* four hundred and ninety-eight (498) cameras and related recording systems shall be inspected for proper operations.

Systems shall be configured and installed to service Marshall University's facilities across multiple instructional and support buildings, and as described herein.

Contract shall include all services, supplies, components and equipment required to provide a complete turnkey system.

Supply most current version of all products provided.

Prior and/or old versions of products, unless specifically approved and documented by Owner shall not be acceptable. In cases where a newer version of hardware or software is available at the time of installation, Contractor shall request clarification from Owner on which version is to be used.

- Furnish only new, first class quality materials and equipment.
- System shall be comprised of interoperable components including, but not limited to, control software resident on a centrally located server, Ethernet attached cameras, camera mounting brackets and housings, patch cords and management software integrated into a common working system.

The Contractor shall supply, connect, configure, test, document, train, and warrant a fully operational and compliant network video surveillance system, complete and with full functionality as specified herein.

Complete installation shall be free from defect and/or failure for a period of three (3) years. Any replacement, upgrade or fix, including labor for any nonconforming or nonoperational part of the system shall be fixed and/or replaced at no cost to the Owner.

Manufacturer's warranty shall be provided for all components of the system.

On site services provided under the warranty shall be performed by personnel or representatives of Contractor as herein defined and located within physical proximity to provide response levels deemed acceptable to Owner.

Contractor shall be an authorized vendor of all major Components

Contractor shall provide the following response times for all malfunctioning equipment:

1. Twenty-four (24) hours or less for matters that render twenty percent (20%) or more of the system unable to maintain normal functionality.
2. Two (2) business days for matters not meeting the above criteria.
3. Response time shall be measured from the time Contractor is notified by Owner to the time work is begun to resolve the matter.

All equipment and materials shall be installed in a neat and workmanlike manner. Best practices installation principles shall be used throughout the project.

If at any time during the life of this contract, the original manufacturer of the equipment, and corresponding software, become discontinued, improved and/or replaced, the contractor shall provide a proposal to include the new or revised products under the appropriate line items. Discounts shall be at the same or greater discount level as the original product prices. Proposals shall be submitted to the Office of Purchasing within seven (7) days of the contractor's knowledge of product improvement. Improvement includes new releases, updates, including additional features and functionality, and successor or upgrade products

Training

Contractor shall provide training for the Owner designated on all system administration functions including, but not limited to:

1. Basic trouble shooting of the installed system and components including diagnostic and problem resolution actions.
2. System back-up and restore functions and procedures for all system parameters and configurations.
3. Camera additions, moves, changes and reconfiguration.
4. Review of system alerts, logs and monitoring of configuration parameters including, but not limited to, camera configuration changes, video transmission changes and camera status.



August 31, 2021

Tracey Brown-Dolinski
Assistant Director of Purchasing
Office of Purchasing, Old Main Rm 126
Huntington, WV 25755

Re: MU15ALARMSEC,

Dear Tracey,

We request that the contract between Marshall University and Security Consultants & Solutions, LLC be renewed for the contract Period September 1, 2021 to August 31, 2022

Please make the following additions to the contract between Security Consultants & Solutions, LLC and Marshall University. These changes are the result of the construction and opening of new facilities and addition of monitoring services for existing and new facilities.

Marshall Graduate College-South Charleston \$264.00 Annually

Note that any services or equipment provided will be billed at rate and pricing as specified in the contract, except for the annual monitoring service pricing for each of the added facilities below. Attached is a listing of all current monitoring accounts for Marshall University.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Timothy P. Walters'.

Timothy P. Walters, CPA
Office Manager
Security Consultants & Solutions, LLC

Note: The pricing on all other groups for the 2021-2022 (September 1, 2021 to August 31, 2022) will remain the same as prior years.

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000163118	SECURITY CONSULTANTS & SOL LLC		Discontinued	Inactive	
✓ 000000163119	SECURITY CONSULTANTS & SOLUTIONS LLC	JAMIE ROY	Active	Inactive	
000000163120	SECURITY CONSULTANTS AND		Discontinued	Inactive	

From 1 to 3 of 3 First Prev Next Last [Attachments](#)

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▼ General Info

Vendor/Customer: 000000163119	Restrict Use by Department: <input type="checkbox"/>
Legal Name: SECURITY CONSULTANTS	Miscellaneous Account: <input type="checkbox"/>
Alias/DBA: JAMIE ROY	Internal Account: <input type="checkbox"/>
Vendor Active Status: Active	Third Party Only: <input type="checkbox"/>
Vendor Approval Status: Complete	Third Party Vendor: <input type="checkbox"/>
Customer Active Status: Inactive	Third Party Customer: <input type="checkbox"/>
Customer Approval Status: Incomplete	Inventory Customer: <input type="checkbox"/>
Location Name:	Healthcare Provider: <input type="checkbox"/>
First Name:	Never Archive: <input type="checkbox"/>
Middle Name:	Restrict VSS Access: No
Last Name:	Discontinue - No New Business: <input type="checkbox"/>
Company Name: SECURITY CONSULTANTS	Prevent MA Reference: <input type="checkbox"/>
Previous Name:	PunchOut Enabled: <input type="checkbox"/>
Previous Street:	Re-PunchOut Enabled: <input type="checkbox"/>
Previous City:	Electronic Order Enabled: <input type="checkbox"/>
Previous State/Province:	W-9 Received: <input type="checkbox"/>
Previous Country:	W-9 Received Date:
	W-8 Received: <input type="checkbox"/>
	W-8 Received Date:
	Accepts Credit Cards: <input type="checkbox"/>
	Active From: 01/01/1999
	Active To:
	Last Usage Date: 08/20/2021
	Department:
	Unit:

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt: <input type="checkbox"/>	Tax Clearance: <input type="checkbox"/>
Registration Application Date: 11/13/2012	Unemployment Insurance: <input type="checkbox"/>
Registration Effective Date: 11/13/2012	Worker's Compensation: <input type="checkbox"/>
Registration Expiration Date: 12/01/2013	Secretary of State Registration: <input type="checkbox"/>
Pre-Registration Code:	Federal Debarred: <input type="checkbox"/>

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

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[Vendor Transaction History](#)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), 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 employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-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 exceeds 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 §61-5-3) 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: SECURITY CONSULTANTS & SOLUTIONS LLC

Authorized Signature: Jamie D. Ray Date: 8.31.2021

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 31st day of August, 2021.

My Commission expires March 4, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC Wickie B. Walton
ID# 596307
Purchasing Affidavit (Revised 01/19/2018)