



Allflex USA, Inc.

Corporate Office

P.O. Box 612266 • 2805 East 12th Street • Dallas/Ft. Worth Airport, Texas 75261-2266 • USA
Telephone: (972) 456-3686 • Facsimile: (972) 456-3882

State of West Virginia
Attn: Guy Nisbet
Dept. of Administration
Purchasing Division
2019 Washington Street
PO Box 50130
Charleston, WV 25305-0130
Solicitation Number- AGR1326

Mr. Nisbet,

Please accept the accompanying bid packet for RFQ Solicitation Number – AGR1326. Allflex USA is pleased to provide for your consideration a complete RFQ packet for all items listed:

840 Ultra Max Visual Panel Ear Tag
840 Ultra Large Visual Panel Ear Tag
840 Ultra Junior Visual Panel Ear Tag
840 FDX Ultra EID Tag
840 HDX High Performance Ultra EID Tag
840 Lightweight EID Tag
840 FDX Plus Ultra EID Tag
840 All In One FDX Plus Tag /RFID Panel
840 All In One High Performance HDX Tag/RFID Panel
840 RFID Injectable Transponder

All EID products listed in this RFQ packet are ISO 11784 and 11785 compliant and are approved USDA AIN Devices. All visual panel tags are approved USDA AIN Devices.

As you review the information contained herein, please feel free to contact me directly at 972-456-3686 with any questions or concerns. We also would be pleased to provide any necessary clarifications or elaborations as required.

Thank you for your consideration.

Sincerely,

04/10/13 09:54:49 AM
West Virginia Purchasing Division

Glenn Fischer
Senior Vice President

FDX Lightweight Ultra Bovine EID Tag ISO Compliant



General Description

This generation of Tamperproof EID Tag has a unique design that provides the ultimate in usability, security and retention. This single use tag features a hard plastic Tamperproof cap. Transponder numbers are laser marked in a circular format on the edge of the tag.

Full Duplex Technology (FDX) is utilized with the Bovine EID Tag. FDX is a design principle whereby the return signal initiates as soon as the beginning of the interrogation signal is received and the smoothing capacitor in the transponder has been charged. The return signal is received repetitively and without interruption for as long as a continuous interrogation signal is maintained. A FDX Transponder doesn't have to store energy to be able to return its entire data signal.



Construction

The tag is yellow (1.20" Dia. X .17" Thick) injection molded Polyurethane female with a black plastic Injection molded tamperproof (Tate Rigid) cap. The hard cap of the Lightweight Ultra Bovine tag provides the highest degree of security available, as any attempt to remove the male tag from the female would cause the tag components to break, rendering them unusable.

Application

Allflex FDX Lightweight Ultra Bovine EID tags are applied with the Red Universal Total Tagger Applicator. To apply tags, the Red Blunt Applicator pin must be installed and the Black or White insert must be removed. The New Ultra Retract-O-Matic may also be used to install this tag. Extended small males are used for placement in a deeper location in the ear. See Application Guide.

Ordering Information

SKU	Description
TF-FDX-Y/GESMY-20	FDX Ultra Bovine EID Tag with Yellow Global Extended Small Male 20 Count
TF-FDX-Y/GESMY-50	FDX Ultra Bovine EID Tag with Yellow Global Extended Small Male 50 Count
TF-FDX-Y/GESMY-250	FDX Ultra Bovine EID Tag with Yellow Global Extended Small Male 250 Count
TF-FDX-Y/GESMY-1000	FDX Ultra Bovine EID Tag with Yellow Global Extended Small Male 1000 Count

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P.O. Box 612266 * Dallas/Fort Worth Airport, TX 75261-2266
800-989-TAGS (8247) * Customer Toll Free FAX 877-456-3969

Allflex Canada

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www.allflexusa.com

FDX Lightweight Ultra Bovine EID Tag

ISO Compliant

SPECIFICATIONS

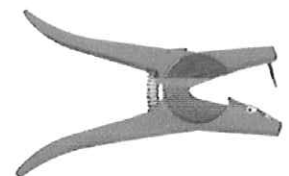
GENERAL	
RFID Compatibility:	ISO 11784 Compliant
Duplex Mode	FDX-B
Operating Frequency	134.2 KHz
Marking	15 Digit Laser Marked Number
Security	Tamper Proof Design
Application Options:	Universal Total Tagger/Ultra Retract-O-Matic
Manufacturers Id Code	982 as per ICAR assigned Manufacturers code
Power:	Passive (inductively powered from transceiver reading equipment)
Agency Certifications:	ISO 11785/ ISO 11784/ ICAR Approved/FCC approved
PHYSICAL/ENVIRONMENTAL	
Dimensions:	1.20" X .17"
Weight:	5.6 Grams
Material:	Polyurethane
Color:	Yellow with black tete rigid cap
Operating Temperature	-0°C-+50°C (
RELIABILITY	
Expected Life:	10 years
PERFORMANCE	
Read Distance:	Up to 75cm (29.53") (Antenna and reading system dependant)



Recommended EID Tag Placement for Cattle

Application site must be free of foreign debris prior to placement of tags on the animal. Review application instruction prior to tagging.

1. The EID tag should be placed in the middle of the ear between the two cartilage ribs close to the head.
2. The female portion of the tag should be on the inside of the ear with EID tag application. Note that this is a thicker part of the ear. Application may be more difficult than when applying a visual tag.
3. **IMPORTANT:** Caution, "Free Air Space" is critical for proper healing and retention. Inspect placement after tagging to insure there is sufficient space between ear and EID tag.



FDX Lightweight EID Tag

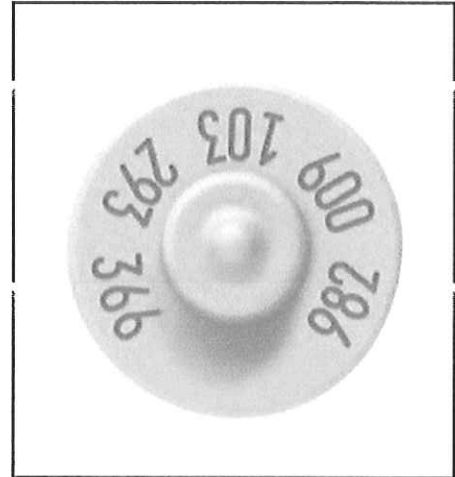
ISO Compliant



General Description

This generation of Tamperproof™ EID Tag has a unique design that provides the ultimate in usability, security and retention. This single use tag features a ridged plastic design with a Tamperproof cap. Transponder numbers are laser marked in a circular format on the edge of the tag.

Full Duplex Technology (FDX) is utilized with the Lightweight EID Tag. FDX is a design principle whereby the return signal initiates as soon as the beginning of the interrogation signal is received and the smoothing capacitor in the transponder has been charged. The return signal is received repetitively and without interruption for as long as a continuous interrogation signal is maintained. A FDX Transponder doesn't have to store energy to be able to return its entire data signal.



Construction

The tag is Pale Green (1.04" Dia. X.18" Thick) Injection molded plastic. The Lightweight EID Tag provides the highest degree of security available, as any attempt to remove the male tag from the female would cause the tag components to break, rendering them unusable.

Application

The FDX Lightweight EID tag is designed to be used in multiple species where tag weight is a factor such as sheep and goats.

Allflex FDX Lightweight EID tags are applied with the Red Universal Total Tagger Applicator. To apply tags, the Red Blunt Applicator pin must be installed and the Black or White insert must be removed. The New Retract-O-Matic may also be used to install this tag. Standard small males are used for placement in the ear.

Ordering Information

SKU	Description
TF-FDX-G/GSMW-20	FDX Lightweight EID Tag with White Global Small Male 20 Count
TF-FDX-G/GSMW-50	FDX Lightweight EID Tag with White Global Small Male 50 Count
TF-FDX-G/GSMW-250	FDX Lightweight EID Tag with White Global Small Male 250 Count
TF-FDX-G/GSMW-1000	FDX Lightweight EID Tag with White Global Small Male 1000 Count

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FDX Lightweight EID Tag ISO Compliant

SPECIFICATIONS

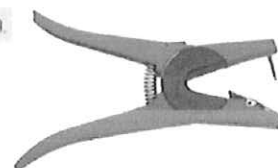
GENERAL	
RFID Compatibility:	ISO 11784 Compliant
Duplex Mode	FDX-B
Operating Frequency	134.2 MHz
Marking	15 Digit Laser Marked Number
Security	Tamper Proof Design
Application Options:	Universal Total Tagger/ Retract-O-Matic
Manufacturers Id Code	982 as per ICAR assigned Manufacturers code
Power:	Passive (inductively powered from transceiver reading equipment)
Agency Certifications:	ISO 11785/ ISO 11784/ ICAR Approved/FCC approved
PHYSICAL/ENVIRONMENTAL	
Dimensions:	1.20" X .17"
Weight:	3.3 Grams
Material:	Polyurethane
Color:	Pale Green with tete rivid can
Operating Temperature	-0°C-+50°C (
RELIABILITY	
Expected Life:	10 years
PERFORMANCE	
Read Distance:	Up to 60cm (23.62") (Antenna and reading system dependant)



Recommended EID Tag Placement for Cattle

Application site must be free of foreign debris prior to placement of tags on the animal. Review application instruction prior to tagging.

1. The EID tag should be placed in the middle of the ear between the two cartilage ribs close to the head.
2. The female portion of the tag should be on the inside of the ear with EID tag application. Note that this is a thicker part of the ear. Application may be more difficult than when applying a visual tag.
3. **IMPORTANT:** Caution. "Free Air Space" is critical for proper healing and retention. Inspect placement after tagging to insure there is sufficient space between ear and EID tag.



HDX High Performance Ultra EID Tag ISO Compliant



General Description

This generation of Tamperproof™ EID Tag has a unique design that provides the ultimate in usability, security and retention. This single use tag features a hard plastic Tamperproof cap. Transponder numbers are laser marked in a circular format on the edge of the tag.

Half Duplex Technology (HDX) is utilized with the High Performance Ultra EID Tag. HDX is a design principle whereby the transponder initiates the return signal to the reader/scanner/interrogator only after the end of the interrogation signal has been received and only after the storage capacitor has been fully charged in the transponder. The return signal is then only sent once, since the transponder has emptied its storage capacitor after it has sent its entire data content. This proven High Performance technology provides enhanced signal strength for maximum read distance.



Construction

The tag is white (1.18" Dia. X .280" Thick) Injection molded Polyurethane female with a black plastic Injection molded tamperproof cap. The hard cap of the ultra tag provides the highest degree of security available, as any attempt to remove the male tag from the female would cause the tag components to break, rendering them unusable.

Application

For proper application and to ensure that the transponder is not damaged during application, make sure that the raised portion of the Ultra Tamperproof EID tag is positioned at the front of the applicator jaw. Allflex HDX High Performance Ultra EID Tags use the same Universal Total Tagger Applicator (RED) as the traditional Tamperproof Visual Tags. To apply tags, install Red Blunt Applicator pin and remove Black or White Insert. The New Ultra Retract-O-Matic may also be used to install this tag. Extended small males are used for placement in a deeper location in the ear. See Application Guide.

Ordering Information

SKU	Description
TFIW/GESMW-20	Ultra White EID Tag with Extended Small Male 20 count
TFIW/GESMW-50	Ultra White EID Tag with Extended Small Male 50 count
TFIW/GESMW-250	Ultra White EID Tag with Extended Small Male 250 count
TFIW/GESMW-1000	Ultra White EID Tag with Extended Small Male 1000 count

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www.allflexusa.com

HDX High Performance Ultra EID Tag ISO Compliant

SPECIFICATIONS

GENERAL	
RFID Compatibility:	ISO 11784 Compliant
Duplex Mode	HDX
Operating Frequency	134.2 MHz
Marking	15 Digit Laser Marked Number
Security	Tamper Proof Design
Application Options:	Universal Total Tagger/ Ultra Retract-O-Matic
Manufacturers Id Code	982 as per ICAR assigned Manufacturers code
Power:	Passive (inductively powered from transceiver reading equipment)
Agency Certifications:	ISO 11785/ ISO 11784/ ICAR Approved/FCC approved
PHYSICAL/ENVIRONMENTAL	
Dimensions:	1.18" X .280"
Weight:	8.9 Grams
Material:	Polyurethane
Color:	White with tete rinid can
Operating Temperature	-0°C-+50°C (
RELIABILITY	
Expected Life:	10 years
PERFORMANCE	
Read Distance:	Up to 100cm (39.37") (Antenna and reading system dependant)



Recommended EID Tag Placement for Cattle

Application site must be free of foreign debris prior to placement of tags on the animal. Review application instruction prior to tagging.

1. The EID tag should be placed in the middle of the ear between the two cartilage ribs close to the head.
2. The female portion of the tag should be on the inside of the ear with EID tag application. Note that this is a thicker part of the ear. Application may be more difficult than when applying a visual tag
3. **IMPORTANT:** Caution, "Free Air Space" is critical for proper healing and retention. Inspect placement after tagging to insure there is sufficient space between ear and EID tag.



ALLFLEX ALL IN ONE EID PANEL COMBO TAGS



840 HDX All in One

Comes in White Only



840 FDX All in One

Comes in Yellow Only

Allflex

Global-Ident Equine Microchip

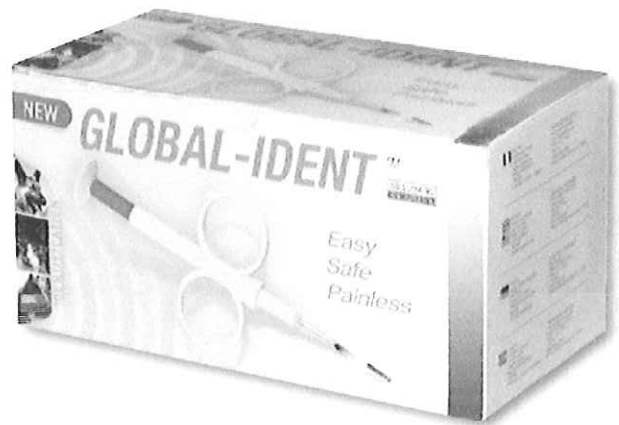
- Ready-to-use injection device

- Contains FDX-B (ISO 11784/85) microchip

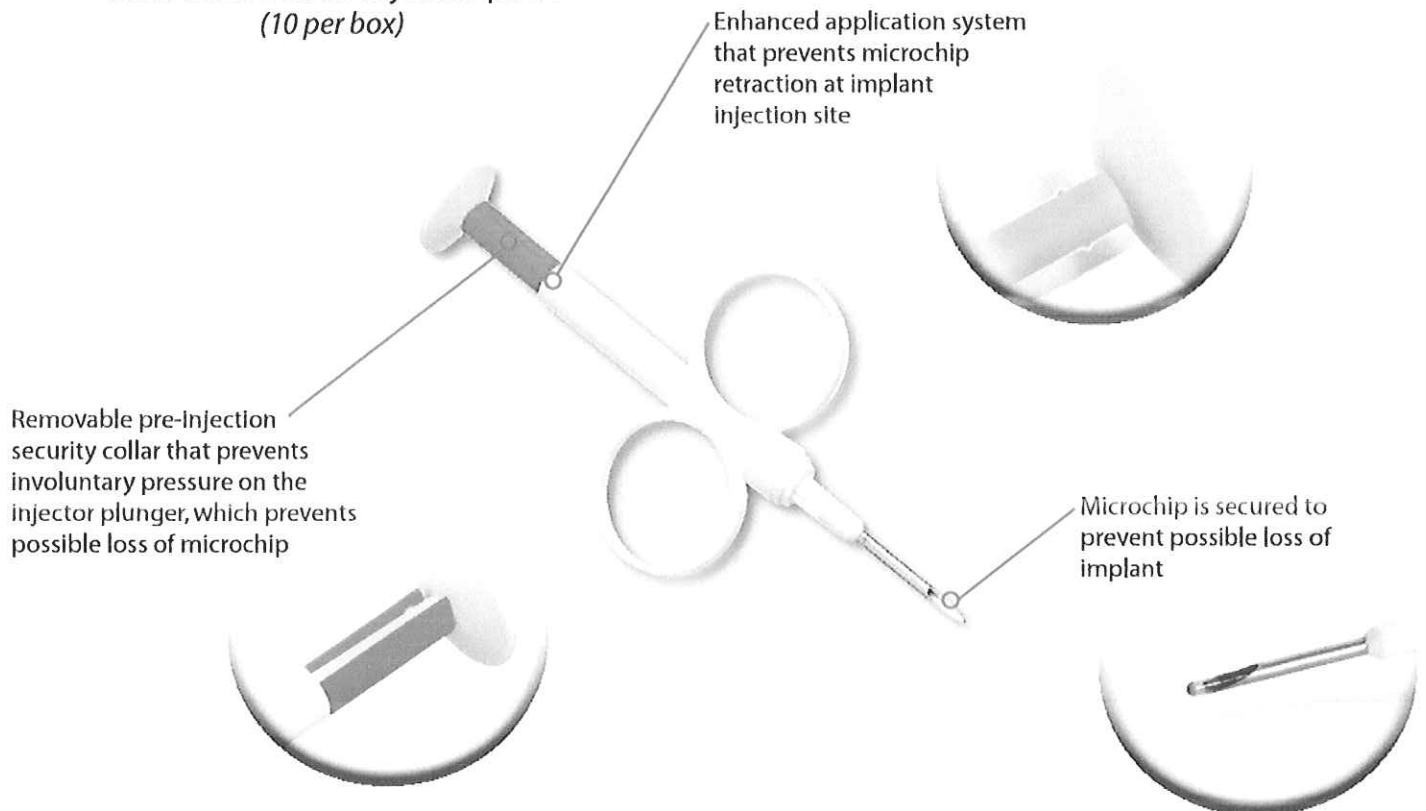
- Injector: 130 mm
Needle: 25.5mm
Implant: 12mm

- Available in 840 US country code or manufacturer code

- 6 barcode stickers are included with each Sterile injector pack (10 per box)



SKU: GI-68206055-10



USDA (840) Approved Tags

Visual ID

Colors: Pink (PK), Green (G), Orange (O), Blue (B), Yellow (Y), White (W), Red (R), Classic Purple (CP)



USDA Junior w/ Global Small Male

Not available in Classic Purple

SKU: USDA-JUNIOR1/GSM-(COLOR)

SKU (blank): USDA-JUNIOR/GSM-(COLOR)



USDA Global Tamper Proof Large Female w/ Global Small Male

SKU: USDA-GTLF1/GSM-(COLOR)

SKU (blank): USDA-GTLF/GSM-(COLOR)



USDA Global Tamper Proof Large Female w/ Global Large Male

SKU: USDA-GTLF1/GLM-(COLOR)

SKU (blank): USDA-GTLF/GLM-(COLOR)



USDA Global Tamper Proof Maxi Female w/ Global Small Male

SKU: USDA-GTXF1/GSM-(COLOR)

SKU (blank): USDA-GTXF/GSM-(COLOR)



USDA Global Tamper Proof Maxi Female w/ Global Large Male

SKU: USDA-GTXF1/GLM-(COLOR)

SKU (blank): USDA-GTXF/GLM-(COLOR)



USDA Global Tamper Proof Maxi Female w/ Global Small Male w/ Logo

With Logo Above Management Number:

SKU: USDA-GTXF3/GSM-(COLOR)

APPENDIX 2

Full Duplex Tamper Evident
Radio Frequency Identification Tags

Full Duplex Specifications

RFQ- AGR 1326

Title: Tag Animal Identification Number

Issue Date 03/12/13

Duplex Mode-----Full Duplex (FDX)

Tamper Evident

ISO Compliant 11784/11785

Operating Frequency: 134.2 KHz

15 Digit Unique Number

ISO Compliant (840) Numbering

US Shield and Unlawful to Remove

Color: Yellow and Orange with Black Center

Size: 30.47mm x 4.32mm

Weight 5.6 Grams

Construction: Injection Molded Poly Urethane

Power: Passive (Inductively powered from transceiver reading equipment).



A product specification sheet is included on the following pages.

Appendix 1
Full Duplex Tamper Evident
Radio Frequency Identification Tags

Specification Compliance Documentation

RFQ Solicitation AGR1326
Title: Tag Animal Identification Number
Issue Date 3/12/13



- | | |
|---|--|
| 1. Approved by USDA as a AIN Manufacturer----- | NPN 005S55A
See Appendix 4 for documentation |
| 2. USDA ADT Compliant----- | Product Code NAIS 00003
See Appendix 4 for Documentation |
| 3. ISO 11784/11785 Compliant----- | Compliant with ISO 11784 and 11785
See Appendix 2 for Documentation |
| 4. Duplex Mode----- | Full Duplex (FDX) 134.2KHZ
See Appendix 4 for Documentation |
| 5. Application in Bison, Cattle, Deer or Elk----- | Approved for Bison Cattle Deer Elk
See Appendix 4 for Documentation |
| 6. Tamper Resistant, One time use----- | Tamper Evident, Single use, Patented Ultra Cap
See Appendix 2 for Documentation |
| 7. "Button" Type Ear Tag----- | EID Female Button, Round Extended Male
See Appendix 2 for Documentation |
| 8. Diameter Specification in mm----- | 30.47mm
See Appendix 2 for Documentation |
| 9. Total Tag Weight----- | 5.6 Grams
See Appendix 2 for Documentation |
| 10. Tag Color, Yellow and Orange----- | *Yellow and Orange with Black Center*
See Appendix 2 for Documentation |
| 11. AIN, 15 Digit unique 840 Number----- | 840 15 Digit Official Numbering on F
See Appendix 2 for Documentation |
| 12. US Shield and "Unlawful to Remove"----- | US Shield on M/F/ Unlawful to Remove on M
See Appendix 2 for Documentation |

***Color**

Number10: Tag color would be provided from Allflex is Yellow and Orange.

Current documentation and photos in Appendix 2 show this tag as a yellow tag. The Full Duplex Duplex Tag (FD20) is currently manufactured in white and orange. These are the standard colors that Allflex makes this tag in. The yellow and orange is color fast (Fade Resistant) Injection Molded Poly Urethane and is legibly marked with Laser marking that is fade resistant permanent marking).

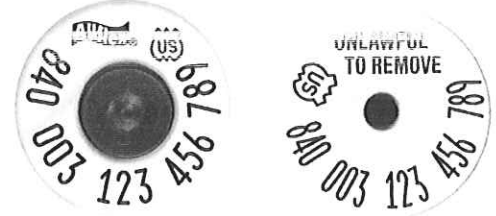
Allflex would comply with the current specification that this tag is provided for the solicitation in white and orange.

**Tags are packaged on plastic tray to keep male and females together during shipping and during the application process.

Appendix 1
Half Duplex Tamper Evident
Radio Frequency Identification Tags

Specification Compliance Documentation

RFQ Solicitation AGR1326
Title: Tag Animal Identification Number
Issue Date 3/12/13



1. **Approved by USDA as a AIN Manufacturer**-----NPN 005S55A
 See Appendix 4 for documentation
2. **USDA ADT Compliant**----- Product Code NAIS 00004
 See Appendix 4 for Documentation
3. **Frequency**-----134.2KHZ
 See Appendix 2 for Documentation
4. **Duplex Mode**-----Half Duplex (HDX) 134.2KHZ
 See Appendix 2 for Documentation
5. **Application of Printing, Coding, Date, etc. ETC**-----ADT Approved for Printing, Coding, Date, etc. ETC
 See Appendix 4 for Documentation
6. **Tamper Resistant, One time use**-----Tamper Evident, Single use, Patented Ultra Cap
 See Appendix 2 for Documentation
7. **"Daisy" Type Tag**-----EIDF Daisy Tag, Round, Black, White, Yellow
 See Appendix 2 for Documentation
8. **Diameter Specification in mm**-----29.97mm
 See Appendix 2 for Documentation
9. **Tag Weight**-----0.0 Grams
 See Appendix 2 for Documentation
10. **Tag Color, White and Orange**-----**Yellow and Orange with Black Center
 See Appendix 2 for Documentation
11. **AIN 15 Digit unique 840 Number**-----ADT 840 15 Digit Official Numbering on E
 See Appendix 2 for Documentation
12. **US Shield and "Unlawful to Remove"**-----US Shield on M/F/ Unlawful to Remove on M
 See Appendix 2 for Documentation

***Color Clarification Information**

Number 10: Tag color would be provided from Allflex is White and Orange.

***** are provided in paragraph 4 above and tag as a white tag. The tag (Allflex tag (1000)) is currently manufactured in white and orange. These are the standard colors that Allflex makes this tag in. The white and orange is color fast (Fade Resistant) Injection Molded Poly Urethane and is legibly marked with Laser marking that is fade resistant permanent marking).

Allflex would comply with the current specification that this tag is provided for the solicitation in white and orange.

**Tags are packaged on plastic tray to keep male and females together during shipping and during the application process.

APPENDIX 4

Half Duplex Tamper Evident
Radio Frequency Identification Tags

Half Duplex Specifications

RFQ-AGR1326

Title: Tag Animal Identification Number

Issue Date 03/12/13

Duplex Mode-----Half Duplex (HDX)

Tamper Evident

ISO Compliant 11784/11785

Operating Frequency: 134.2 KHz

15 Digit Unique Number

ISO Compliant (G10) Transponder

US Shield and Unlawful to Remove

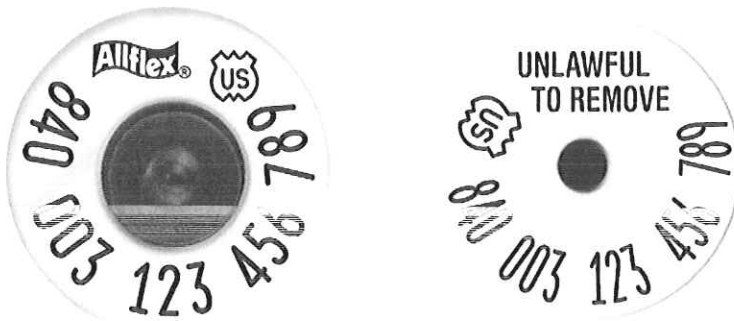
Color: White and Orange with Black Center

Size: 29.97mm x 7.11mm

Weight 8.9 Grams

Construction: Injection Molded Poly Urethane

Power: Passive (Inductively powered from transceiver reading equipment).



A product specification sheet is included on the following pages.

APPENDIX #

AIN Tag Manufacturer/Tag Manager Documentation

RFQ-1326

Title: Tag Animal Identification Number

Issue Date 03/12/13

HDX High Performance Ultra EID Tag
Description RFID Button Ear Tag
ISO 11784/11785 Compliant Half Duplex
Front Tag:
Diameter = 29.9 mm
Weight = 8.9 grams



FDX Ultra Tag
Description RFID Button Ear Tag
ISO 11784/11785 Compliant Full Duplex
Front Tag:
Diameter = 30.8 mm
Weight = 5.8 grams



FDX Lightweight Tag
Description RFID Button Ear Tag
ISO 11784/11785 Compliant Full Duplex
Front Tag:
Diameter = 1.4" in

Weight = 3.3 Grams



AIN TAG MANUFACTURER AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
And
Allflex USA, Incorporated

This Agreement is made effective on the 7th day of August, 2006 between United States Department of Agriculture, Animal Health Plant Inspection Service, Veterinary Services, 4700 River Road, Riverdale MD 20737 hereinafter referred to as "APHIS" and Allflex USA, Inc. 2805 E. 14th Street, P.O. Box 612266, Dallas, TX 75261, hereinafter referred to as "Manufacturer."

ARTICLE 1 - PURPOSE

This Agreement identifies and sets forth the joint and individual responsibilities and procedures of APHIS and the manufacturer regarding the production of official animal identification devices to be used to support the implementation of the National Animal Identification System (NAIS). This agreement is part of an evolving "voluntary" program which is designed to:

1. ~~Develop an animal health and provide a viable option to producers who want to use~~ identification devices authorized for use in the NAIS.
2. Ensure an accurate record of Animal Identification Number Tags (AIN Tags) distributed to a production premises is achieved to aid in the determination of an animal's origin.
3. ~~Support the APHIS Manufacturer's maintain accurate records of all official tags~~ produced and distributed.
4. Minimize the risk of the production of fraudulent AIN Tags.

While participation in the NAIS, at this time, is voluntary, strict adherence to the terms and conditions of this agreement is required for the Manufacturer to receive and maintain the status of ~~an approved tag manufacturer.~~

ARTICLE 2 - BACKGROUND

As part of its ongoing efforts to safeguard U.S. animal health, the USDA initiated the implementation of the NAIS in 2004. The NAIS is a comprehensive data-based information program administered by USDA's APHIS. The main objective is to develop and implement a comprehensive information system which will:

- Support ongoing animal disease monitoring, surveillance, detection, and response capabilities in order to complete current eradication programs;
- ~~Enable state and federal animal health officials to respond rapidly and effectively to~~ animal health emergencies such as foreign animal disease outbreaks or emerging domestic diseases with significant economic, social, or public health consequences;

Partnerships among all stakeholders are the foundation for achieving this tremendously important

stakeholders can now participate in the program to test the system and offer feedback to help ensure that practical solutions evolve. The NAIS establishes standards for producers to identify their animals and to report their movements that will support the needs of animal health officials to track animals for the purposes of managing animal diseases. Animal movement information will be maintained by the industry and will provide the traceback and trace forward information for animal health officials while, at the same time, maintaining other information the industry deems necessary for marketing purposes.

Premises ID/Registration

Premises registration involves assigning a unique premises identification number, or PIN, to a location where livestock are housed or kept and recording contact information for that location. The goal is to establish a complete record of all locations, regardless of size, in the United States that manage or hold livestock. This information will allow animal health officials to notify producers quickly when a disease outbreak might impact their area(s) or the species of animals they have.

Animal Identification

The second component of NAIS involves assigning each reportable animal or group/lot of reportable animals a unique identification number. The number is assigned at the animal's birthplace and is linked to the premises of origin. This information gives animal health officials a "starting point" for epidemiologic investigations when necessary. Only animals that enter commerce or commingle with animals at other premises (e.g., salesyards; State or national exhibits/shows) would be identified.

Animal Tracking

The final component of NAIS involves the work of private and State databases to collect and maintain animal movement records. These records will be securely held in animal tracking databases owned, managed, and controlled by the private sector and the States, for the Federal Government. The data held in these numerous and separately held databases will provide traceback and traceforward information for animal health officials only during an animal disease event.

ANIMAL HEALTH PROTECTION ACT

The Animal Health Protection Act (AHPA) authorizes the Secretary of Agriculture to carry out operations and measures to detect, control, or eradicate any pest or disease of livestock (7 USC 8308). Sections 10404 - 10406 authorizes the Secretary to prohibit or restrict the importation, entry, exportation, or interstate movement of any animal or other article if the Secretary determines that the prohibition is necessary to prevent the dissemination of any pest or disease of livestock (7 USC 8303 -8305). Section 10416 of the AHPA authorizes the Secretary to promulgate such regulations, and issue such orders, as the Secretary determines necessary to carry out the provisions of the AHPA. Section 10411 authorizes the Secretary to cooperate with other Federal agencies, States or political subdivisions of states, national or local governments of foreign countries, domestic or international organizations or associations, Indian tribes and other persons (7 USC 8210). Additionally, the Secretary is authorized to use cooperative agreements to reflect a relationship with a cooperator to carry out programs to protect the nation's animal and plant resources (7 USC 2279g).

Under these authorities APHIS has implemented cooperative disease control programs and has issued regulations to detect, control and eradicate diseases of livestock. These regulations are

MANUFACTURERS INTO THE AIN MANAGEMENT SYSTEM ADVISING THEM THAT SUCH DESIGNATION REQUIRES participation in AIN Manager training provided by USDA.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to:

1. Provide the specifications and requirements for the production of "authorized" identification devices;
2. Designate the manufacturer's identification devices that meet the performance requirements and technology standards as "USDA Approval Pending" which authorizes their use in the voluntary phase of AIN;
3. Provide access to and training and support for the use of the AIN Management System;
4. Provide the communication protocols for submitting distribution records of the AIN to the AIN Management System; and
5. Provide AINs to the manufacturer for the production of authorized AIN tags

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this AGREEMENT does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this agreement. Transfers of funds or items of value are not authorized under this agreement.

ARTICLE 8 - LIMITATIONS OF COMMITMENT

This agreement and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this AGREEMENT shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the agreement or to any benefit to arise there from.

ARTICLE 10 - LIABILITY

APHIS will hold the Manufacturer harmless from any liability arising from the negligent act or omission of the APHIS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Manufacturer, its employees, agents or subcontractors.

of the information(s) such that such be provided pursuant to the procedures set out in the FTCA and applicable regulations.

ARTICLE 11 - AMENDMENTS

This agreement may be amended by mutual agreement of the parties upon submission of a written request for consideration no less than sixty (60) days prior to the proposed date of amendment.

ARTICLE 12 - TERMINATION

This agreement may be terminated by either party upon sixty (60) days written notice to the other party.

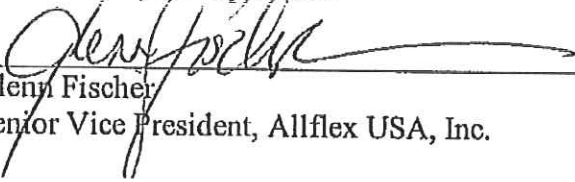
This agreement may be suspended or terminated by APHIS at any time if any of the requirements listed above are not met. **Allflex USA, Inc.** may be subject to civil or criminal penalties for any false statements knowing or willfully submitted to APHIS regarding this agreement and/or the production and distribution of AIN Tags covered under this agreement. Additionally, if a manufacturer's AIN Tags do not meet the performance requirements for retention and durability, APHIS may withdraw approval with 60 days written notice.

Upon termination of the agreement, the AIN Tag manufacturer will provide copies of all records to APHIS regarding AIN Tags produced and/or distributed under this agreement. Any AIN Tags marked with the U.S. shield that are in the possession of the Tag Manufacturer on the date of termination shall be disposed of as directed by APHIS.

ARTICLE 13 - TERM, RENEWAL AND TERMINATION

This agreement will be in effect upon date of final signature and will continue for one year from date of final signature. This agreement may be renewed for up to five years by written request and subsequent approval by APHIS.


ALLFLEX USA, INC. REPRESENTATIVE



Glenn Fischer
Senior Vice President, Allflex USA, Inc.

8/7/2006
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES



Dr. Adam Grow
Director, Surveillance and Identification

8/10/2006
Date

APPENDIX 7 NON-COST FACTORS FOR EVALUATION

RFQ Solicitation AGR1326

Issue Date 3/12/13

Allflex has been, for several decades, a preferred partner of many countries, association and professional organizations around the world in the development and implementation of cattle identification and traceability systems. With our worldwide headquarters in the USA, Allflex operates in North and South America, Europe, Africa and Australasia.

Depending on the organization, this partnership involves the Governments themselves (EU, Japan, Brazil, Uruguay...), national associations (Canada, Australia, New Zealand...) or professional organizations seeking to develop their within their production chains. Often, and with increasing frequency, we see a combination of several of these elements, allowing producers to meet their value-added goals whilst assuring compliance with governmental traceability programs.

Careful attention to the increasingly complex demands of our customers has led us to develop a very comprehensive range of products, services and expertise to ensure the efficiency of our contribution to each country's system – within its specific context and constraints.

These products, services and expertise result from our complete and on-going specialization in livestock identification. This specialization has driven us far beyond the role of manufacturer of tags:

- **Tag design:** a combination of plastic material specification and mechanical design that ensure long-term reliability of tags on animals (i.e., low loss rate, tamperproof "Ultra" system, efficient tag application on animals through enhanced technology) in a wide variety of climatic conditions and of breeding practices. (Allflex holds a large number of international patents on these matters).
- **Tag printing:** a flexible combination of laser and ink jet technologies ensures the adequate compromise between visual quality, efficient readability, durability, flexibility.
- **EID tags:** our present products result from 17 years partnership with worldwide readers in chip design and production. We have developed a strong expertise of the numerous technical challenges involved in the cabling, over-molding, sealing, programming and quality control of EID tags in their various ISO technologies, for the dedicated usage in livestock identification.
- **EID tag readers:** the development of EID tags relies on the efficiency of reading infrastructure. We have heavily invested in the design, development and production of a variety of ISO readers from high-volume stationary equipment to sophisticated individual devices for progressive producers. We have also heavily invested in the actual implementation of this infrastructure in a wide variety of contexts (packing plants, auction marts, transporters) and of operating conditions (extreme temperatures, noisy electro-magnetic environments, complex physical layouts), in USA, Canada, Australia, Uruguay and Europe.
- **Interfacing products:** to ensure the mutual reliability of individual devices in conjunction with official identification databases, we have developed internal expertise and a network of skilled partners who can facilitate the design and deployment of seamless EID capture systems.
- **Document management:** in many countries, Allflex directly produces the official, individual documents that are used by farmers to notify cattle identification to government agencies (passports, cattle inventories etc.), and dispatches them inside individual tag packages.
- **Logistics:** Allflex manages all the aspects of secured tag ordering and dispatching within the specific contexts of many countries around the world. This involves a wide variety of relations between

government agencies, producers' organizations, individual producers, postal agencies, animal transporters, national or regional distributors, database operators, etc.

- Information technologies: our systems ensure that *hundreds of millions* of tags are securely ordered, produced, printed, controlled, packed and dispatched with the correct documents to producers around the world. We have, for instance, developed standards for the secured exchange of tag data files between government agencies, tag producers and producers that are widely used in many countries. Our Information Technology (IT) teams involve a significant number of highly skilled professionals in all our production sites.
- Automation: in order to ensure the efficiency and reliability of our production processes, we have made considerable efforts to automate them, through the wide usage of robots, from plastic molding to tag assembly, printing, optical control and packaging.
- Security: we have standardized our production processes and underlying IT tools throughout our various production facilities in the USA, France, Australia, Canada, New Zealand, Brazil and China. This makes it possible to transfer production batches very easily between most of these sites, ensuring an extremely secure backup system.
- Quality control: Allflex has a heavy responsibility towards its governmental partners in ensuring the reliability of the billions of tags produced over the years. This has led us to develop complex, comprehensive quality control procedures that are replicated in all our factories around the world. These processes cover all aspects of our production processes: mechanical resistance, durability, consistency of the various data printed on tags and documents. The efficiency at Allflex is guaranteed by the ISO 9000 qualification of our production sites.
- R & D: Allflex invests millions of dollars every year in the improvement of the design and production processes and standardizing production processes and underlying IT tools. Our R&D activities are based in Dallas, South St. Paul, and France.
 - i. Further investment and capability is brought to the marketplace through numerous Allflex partners throughout the world. True to the 'open architecture' spirit of the ISO standard, Allflex has welcomed and encouraged the interaction with and contributions from partners in production environments relevant to their core capabilities.

Examples include production processing systems from numerous equipment and weighing companies on a global basis; information and hardware systems pioneered by companies such as National FAIR, Deere Food Origins (AgInfoLink), MicroBeef, IMI Global and APEIS; auction systems from ALEIS in Australia and Infovisuel in Quebec; and private and commercial packing plant tracking systems.
- Market-relevant interfaces: although not part of a 'foundation level' traceability system, the ability to interface with value-added systems often provides to needed producer incentive to make a broader traceability system truly viable. As noted previously, these value-added commercial systems are at the core of electronic ID usage in the USA, and as such, Allflex can provide a vast bibliography of users which validate this value added model, including:
 - i. National F.A.I.R. (<http://www.nationalfair.com>)
 - ii. Power Genetics (<http://www.powergenetics.com>)
 - iii. MicroBeef Feedlot Management Systems (<http://www.microbeef.com>) and many more.

1- Europe and Japan

Although far away from each other, Europe and Japan have similarities in their approaches to cattle identification.

i. European Union (EU)

In the EU, cattle identification is defined by a EU regulation that was first drafted in 1992, was strengthened in 1997 in the wake of the BSE crisis (regulation "820/97") and was further refined in 2000 ("1760" & "1825-2000") to provide a frame for regulatory meat

years. They re-identified all animals, although they already had a system in place, facing the lack of reliability of the current program. They chose a two visual tags system like most of European countries.

Allflex was chosen as the preferred supplier.

In March 2002, seven months later, all farmers had received tags in order to comply with their duty to identify all animals.

2- Australia (27 million cattle)

Australia started moving towards official cattle identification in 1999 on two different paths:

- Maintaining marketing options - Under threat from EU to stop import from Australia (where Australia exports a 7,000 tons of premium beef under their export quota) if no traceability system was in place.
- Animal disease threats - The State of Victoria was the most progressive in this approach, which was exclusively based on voluntary adoption by producers exporting to the EU. They had another motivation which was to put in place a fully automated reliable traceability system to be able to manage any disease outbreak in the State before it happens.

The scheme was, from its start, based upon EID, and has since been adopted by other States and Territories.

- Manufacturers are assigned device numbers from the NLIS database and then dispatch devices directly to farmers. Manufacturers notify the NLIS database daily about tags dispatched to farmers.
- Farmers have no obligation to share animal details (sex, breed, age etc.) to the NLIS database. They must, however, notify NLIS when animals leave their property of birth.
- Victoria has provided up to 100% public finance for the purchase of identifiers by farmers. Some other states are preparing similar measures.
- Sale yards and packing plants so far notify the NLIS database of processed animal identities ONLY for EU exported animals. Victoria is in the process of implementing a general obligation for them to notify all animal identities. Victoria State is providing funds to support sale yards and packing plants to set up the corresponding infrastructure.
- Carcass feedback from packing plants to producers is promoted as a strong value-added service to drive NLIS uptake and the above mentioned obligation for packing plants to notify animals to the NLIS database.

The NLIS is undoubtedly a success for the Australian cattle industry in general.

- It has been implemented first as a voluntary scheme, accompanied by strong communication efforts by Meat and Livestock Australia to develop its voluntary uptake by producers. Its move towards a compulsory status is therefore well accepted – and now timelines for implementation of the system for each state are in place.
- It imposes very little constraints on producers – and has been strongly supported by public finance.
- It has successfully passed the EU accreditation
- It is now used by Australia to promote the quality and traceability of Australian cattle on other markets (Japan, Korea, USA)

3- Uruguay (11 Million cattle, 40,000 producers)

Uruguay exports 70% of its meat production, mainly to North America, Asia and the EU. Moreover, this represents a significant part of total exports, cattle and meat being the largest national industry in the country.

Uruguay cattle identification has been managed for decades through a "lot-identification", hot-branding-based scheme that has its roots in regulations originated in the 19th century. The EU has accepted this "system" as a "sufficient" basis for traceability requirements until 2000. In 2001, the EU changed its position and closed its border to Uruguayan meat for a few months, before re-opening it under diplomatic pressure. This event, plus a painful FMD episode in 2001/2002, have led Uruguay

authorities to envisage the setup of a proper cattle identification system and to issue an international tender for it in September 2002 (results are expected to be published in the very short term).

The expected forthcoming cattle identification system will have the following characteristics:

- Individual identification will be voluntary and will co-exist with the present traditional "lot identification" system
- Individual identification will be based on a single, ISO, Half Duplex EID ear tag, which will receive up to 100% public finance for voluntary farmers.
- 1,000,000 cattle will be identified in the first stage of the system.
- Infrastructure for reading tags in markets and packing plants will be put in place by government at the early stages of deployment.
- The national cattle database development and operation will be subcontracted by the government to a private company for the first 5 years (expected budget around 4 million US Dollars for the 5 years). This database will contain all relevant data, both for individually identified cattle and for traditional identification in the view of traceability target.

Uruguay intends to further support the uptake of individual identification by farmers until it reaches 50% of stakeholders. At that level, the government will probably move to mandatory identification.

Uruguay is widely communicating internally and externally about this project, which is presented as a critical tool for the development of Uruguay exports.

The project is widely supported by farmers and the industry.

4- Mexico (27 million cattle, 800,000 farmers)

Mexico is exporting a large part of its production to USA and Canada. Its export capacity is limited by the presence of 15 non-annexed states in many parts of the country. Only some states (for parts of Mexico), like Sonora, have an exempt status – which is closely monitored by US importers.

The management of vaccination programs is handled at government level and is based on regional cattle identification schemes, with strong differences between them.

The Mexican Federal State is in the process of publishing a regulation for a voluntary cattle identification scheme that is mainly motivated by a "Progan" program providing public financial support to producers (30 US\$ per animal in 2003, evolving to 60\$ in 2006). The design of the upcoming system is done in cooperation between the Federal Ministry (Sagarpa), the national Cattlemen's organization (CNG) and the French Institut de l'Élevage.

Export considerations do not yet seem to be linked, in the mind of the Mexican cattlemen, to identification and traceability – probably because of the sanitary situation described above.

5- Canada (15 million cattle, 120,000 farmers)

- National ID system driven by industry/government alliance
- Relevant agency drives infrastructure (Canadian Cattle Identification Agency - CCIA)
- Currently a 'Herd of Origin' system
 - Now implementing a comprehensive traceability system utilizing EID
 - Initial Shipments of EID in Western Canada done during late 2004 under Canadian BSE Set-aside Program – Allflex supplied 1.51 million tags in less than 2 ½ months out of a total market of 1.54 million tag (98% of available market, 4 competitors unable to supply meaningful quantities).

- Québec (1.4 million cattle, 17,000 farmers)

- Exclusive Farmer Supply
- Approximately 10% of all Canadian Cattle herd
- Mainly intensive dairy – oriented
- Strong control of UPA/FPBQ (Producers Unions) on cattle trade
- Strong Provincial financial support
- Fast implementation of tagging and movement capture in markets

- Quebec / Canadian Sheep Federation (500,000+ sheep/goats RFID tagged)

- Exclusive Farmer Supply
- Strong control of Producers Union on sheep trade
- Strong Provincial financial support
- Fast implementation of tagging and movement capture in markets (2004)
-

6. UNITED STATES (INDIVIDUAL F.A.I.R., PREMISES ID PROGRAM AND RUMVAIN

Commercial Example)

Although there is not yet a comprehensive national traceability program in place in the USA (although such a structure is currently being contemplated by the USDA through a National ID Working Group), there have been relevant examples of such programs through a USDA Co-operator Agreement on a regional basis and well as through commercial operations throughout the country.

- National F.A.I.R. Program
 - Under a USDA co-operator agreement, the National F.A.I.R. program, developed and managed by Holstein Association USA, Inc., provides for an animal identification model that unifies animal identification programs and links animal record systems to provide accurate complete and cost effective information that meets the various needs of the industry.
 - Through the individual animal American Identification Numbering (AIN) system and State Premises Numbers, F.A.I.R. provides the infrastructure and information system that allows for premises of origin determination, and animal tracking. F.A.I.R. keeps track of the following key information components:
 - Premises (type of premises, GPS coordinates, etc.)
 - Animal ID (species, breed, sex, date of birth, etc.)
 - Animals at premises
 - Animal movement
 - health and performance data
- Michigan Tuberculosis Program
 - The electronic livestock ID pilot project was launched in Michigan in November of 2001 as part of the state's bovine Tuberculosis (TB) eradication plan. This project makes tags available to producers in the Northeast Lower Peninsula or those with accredited herds. To date, over 1,000 herds, representing over 40,000 individual animals, have been TB tested and tagged with Half Duplex Electronic ID. Hand-held computers read the electronic tags and accompanying information, and allow additional data to be entered electronically, including disease testing information. Additionally, electronic tag readers have been installed Michigan's major livestock markets and in ten Midwest livestock markets where Michigan producers send their cattle.
- Commercial Example – Power Genetics

- Comprehensive farm to slaughter traceability system, focused on providing animal source and process verification as well as comprehensive genetics management through performance data analysis.
- Currently using Half Duplex technology at the ranch, feedlot and packing plant level.
 - Critical interfaces with all leading ranch and feedlot management systems allows for data capture and management to seamlessly interface with production facilities' legacy management systems.
- Over a half of a million head identified and tracked through the packing plant, with data maintained in a private database within Power Genetics' home office.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
AGR1326

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

VENDOR



Allflex USA
 Attn: David McElhaney
 PO Box 612266
 Dallas, TX 75261-2266

SHIP TO

DEPARTMENT OF AGRICULTURE
 ANIMAL HEALTH DIVISION
 BUILDING 12
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2222

DATE PRINTED
03/12/2013

BID OPENING DATE: **04/11/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION (RFQ)		
				THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE'S ANIMAL HEALTH DIVISION, IS SOLICITING BIDS FOR AN "OPEN-END" CONTRACT TO SUPPLY OFFICAL ID TAGS AND INJECTABLE TRANSPONDERS PER THE ATTACHED TERMS AND CONDITION AND AGENCY SPECIFICATIONS.		
0001	1	EA		825-78		
				ULTRA MAX (OR EQUAL) VISUAL PANEL EAR TAG		
0002	1	EA		825-78		
				ULTRA LARGE (OR EQUAL) VISUAL PANEL EAR TAG		
0003	1	EA		825-78		
				ULTRA JUNIOR (OR EQUAL) VISUAL EAR TAG		

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
AGR1326

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SUPPLIER

DEPARTMENT OF AGRICULTURE
 ANIMAL HEALTH DIVISION
 BUILDING 12
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2222

DATE PRINTED
03/12/2013

BID OPENING DATE: 04/11/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	EA		825-78		
				FDX ULTRA (OR EQUAL) EID TAG/BUTTON EAR TAG		
0005	1	EA		825-78		
				HDX HIG PERFORMANCE ULTRA (OR EQUAL) EID TAG/BUTTON E		
0006	1	EA		825-78		
				LIGHTWEIGHT (OR EQUAL) EID TAG/BUTTON EAR TAG		
0007	1	EA		825-78		
				FDX PLUS ULTRA (OR EQUAL) EID TAG/BUTTON EAR TAG		
0008	1	EA		825-78		
				ALL IN ONE FDX PLUS (OR EQUAL) EID TAG/RFID PANEL EAR		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
AGR1326

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE
 ANIMAL HEALTH DIVISION
 BUILDING 12
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2222

DATE PRINTED
03/12/2013

BID OPENING DATE: 04/11/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		825-78		
				ALL IN ONE HIGH PERF. HDX (OR EQUAL) TAG/RFID PAANEL		
0010	1	EA		825-78		
				GLOBAL IDENT (OR EQUAL) MICROCHIP/INJECT. TRANSPONDE		
***** THIS IS THE END OF RFQ AGR1326 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

March 25, 2013 at 2:00 PM. EST.

Submit Questions to:

Guy Nisbet

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@WV.Gov.

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

April 11, 2013 at 1:30 PM. EST.

Bid Opening Location:

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

award

and extends for a period of

one (1)

 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to

two (2)

 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within

--

 days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/dcfault.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
AGR1326 Official ID Tags & Injectable Transponders

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Agriculture (AGR) to establish an Open End Contract for Official ID Tags & Injectable Transponders.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
 - 2.1 **“Contract Item”** means Official ID, which when purchased is delivered to WVDA Animal Health Division within 30 Days of Purchasing.
 - 2.2 **“Bid Evaluation Page”** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as: AGR1326
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.2 Official ID Tags & Injectable Transponders
 - 3.2.1 **The Official ID must meet all federal requirements for Official ID and be WV coded.**
 - 3.2.1.1 Ultra Maxi Visual Panel (Or Equal) Ear tag
 - A. 840 Visual Tag
 - B. Must have either a Button Male or Large Male
 - 3.2.1.2 Ultra Large Visual Panel (Or Equal) Ear tag
 - A. 840 Visual Tag
 - B. Must have either a Button Male or Large Male
 - 3.2.1.3 Ultra Junior (Or Equal)
 - A. 840 Visual Tag

REQUEST FOR QUOTATION
AGR1326 Official ID Tags & Injectable Transponders

B. Must have a Button Male

3.2.1.4 FDX Ultra EID Tag (Or Equal)

A. Must be a 840 RFID Button Ear tag

B. Must be either white or orange, if orange must be labeled for OCV (Official Calf hood Vaccinate)

3.2.1.5 HDX High Performance Ultra EID Tag (Or Equal)

A. Must be a 840 RFID Button Ear tag

B. Must be either white or orange, if orange must be labeled for OCV (Official Calf hood Vaccinate)

3.2.1.6 Lightweight EID Tag

A. Must be a 840 RFID Button Ear tag

3.2.1.7 FDX Plus Ultra EID tag (Or Equal)

A. Must be a 840 RFID Button Ear tag

B. Must be either white or orange, if orange must be labeled for OCV (Official Calf hood Vaccinate)

3.2.1.8 "All in one" FDX Plus EID tag (Or Equal)

A. Must be a 840 RFID tag

3.2.1.9 "All in One" High Performance HDX tag (Or Equal)

A. Must be a 840 RFID tag

3.2.1.10 840 RFID Injectable transponders (Or Equal)

A. Must include Global I-dent Microchip

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by pricing the Official ID's separate with a grand total included. Vendor should complete

REQUEST FOR QUOTATION
AGR1326 Official ID Tags & Injectable Transponders

the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within ninety (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency Animal Health Division at 331 Gus R. Douglass Lane Charleston, WV 25312.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
AGR1326 Official ID Tags & Injectable Transponders

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

OFFICIAL ANIMAL IDENTIFICATION NUMBER (AIN) DEVICES

DECEMBER, 2012

Visual AIN Tags

The de facto or minimum standard for official identification of some species is a visual eartag. For example, when using the 840 AIN for cattle, the minimum identification standard is the AIN eartag.

Eartags with the AIN are USDA official tags and are:

- Designed for one-time use (tamper evident)
- Imprinted with
 - AIN (15-digit number starting with 840)
 - Official Eartag Shield
 - Unlawful to Remove
 - Manufacturer's Logo or Trademark (printed or impression of)



Official Eartag
Shield

Imprinting the AIN on the male tag is optional. When the AIN tag is imprinted on the male tag, the tag set is packaged in containers or trays to keep the front and back tag pieces together as a pair before being applied.

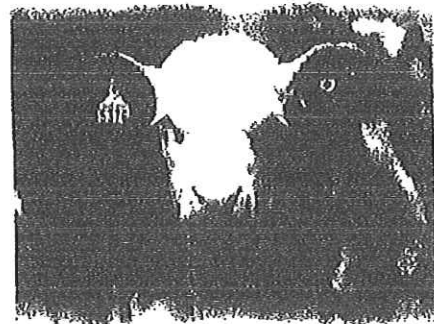
AIN Radio Frequency (RF) Devices

AIN eartags with radio frequency identification (RFID) technology are also available. The RFID transponder, in these options, is incased in the visual tag. Such technology is considered supplemental identification (the visual tag remains the animal's official identifier). Tags with RFID technology (referred to as AIN RF tags) must have all 15 digits of the AIN printed on the tag pieces that contains the transponder. The Official Eartag Shield and text, "Unlawful to Remove" must be printed on the other piece (most commonly the male tag). AIN RF tags, when applied, are to be attached to the animal's left ear according to the manufacturer's instructions.

RFID injectable transponders are also available with the AIN number for certain species.

Paired AIN Tags

AIN tags may be obtained in pairs consisting of two visual tags or one AIN RF tag with a visual tag. In such cases, the same AIN is imprinted on both tags. Contact the tag manufacturer to obtain more information on this option.



Obtaining and Using AIN Tags

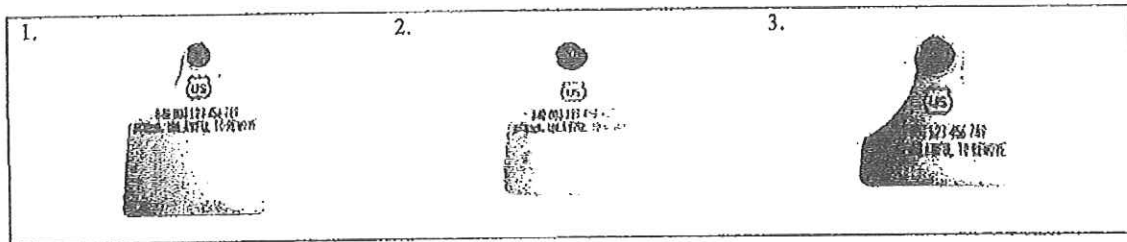
AIN tags are only manufactured by the authorized tag manufacturers listed on the following pages. AIN tag manager representing AIN tag manufacturers provide AIN devices to producers or individuals responsible for identifying the animals. Contact the AIN manufacturer for information on the AIN device/tag managers in your area. Producers should not transfer or make available tags they have purchased to other producers, because all AIN tags they have purchased are recorded as being distributed to them using the location identification system used by their State.

Allflex USA, Inc.
P.O. Box 612266
2805 East 14th Street
Dallas Ft. Worth Airport, TX 75261-2266

Toll Free: (800) 989-TAGS [8247]
 Phone: (972) 456-3686
 Fax: (972) 456-3882
www.allflexusa.com

840 VISUAL TAGS

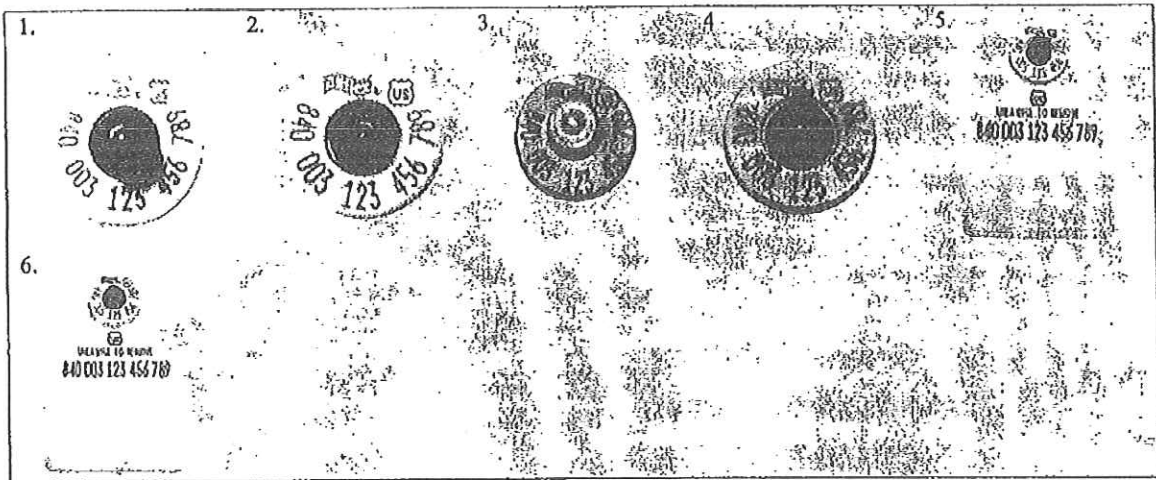
Tag Name	Type	Panel Size	AIN Product Code	Species
1. Allflex Ultra Maxi	Visual Panel Eartag	Height = 98 mm Width = 74 mm	AIN 0020A (w/ Button Male)	Bison, Cattle, Deer/Elk
			AIN 0020b (w/ Large Male)	Bison, Cattle, Deer/Elk
2. Allflex Ultra Large	Visual Panel Eartag	Height = 80 mm Width = 58mm	AIN 0021a (w/ Button Male)	Bison, Cattle, Deer/Elk
			AIN 0021b (w/ Large Male)	Bison, Cattle, Deer/Elk
3. Allflex Ultra Junior	Visual Panel Eartag	Height = 59 mm Width = 57 mm	AIN 0022 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Allflex USA, Inc. (Continued)

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. FDX Ultra EID Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 30.8 mm	AIN 0003	Bison, Cattle, Deer/Elk, Pigs
2. HDX High Performance Ultra EID Tag	Button Eartag ISO 11784/85 Compliant - HDX	Diameter = 29.9 mm	AIN 0004	Bison, Cattle, Deer/Elk, Pigs
3. Lightweight EID Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 26.5 mm	AIN 0010	Deer/Elk, Pigs, Sheep/Goats
4. FDX Plus Ultra BID Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 30.7 mm	AIN 0016	Bison, Cattle, Deer/Elk
5. "All in One" FDX Plus EID Tag	RFID Panel Eartag ISO 11784/85 Compliant - FDX	Height = 103.76 mm Width = 76.2 mm	AIN 0017	Bison, Cattle, Deer/Elk
6. "All in One" High Performance HDX Tag	RFID Panel Eartag ISO 11784/85 Compliant - HDX	Height = 103.76 mm Width = 76.2 mm	AIN 0018	Bison, Cattle, Deer/Elk

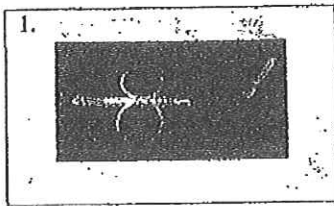


Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Allflex USA, Inc. (Continued)

840 RFID INJECTABLE TRANSPONDER

Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Allflex Global Ident Microchip	Injectable Transponder ISO 11784/85 Compliant - FDX	Length = 12 mm Diameter = 2.1 mm	AIN 0036	Equine, Alpaca/Llama



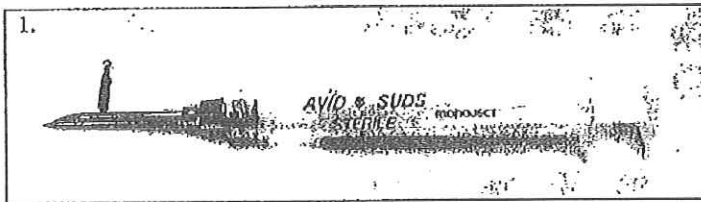
Tag photos are not in proportion to actual size - see chart above for tag dimensions.

AVID Identification Systems Inc.
3185 Hammer Avenue
Norco, CA 92860-1983

Marketed by:
 EZid Livestock Identification, Greeley, CO
 Phone: (970) 351-7701
 Toll free: (877) 330-3943
 Fax: (970) 351-7711
www.ezidavid.com

840 RFID INJECTABLE TRANSPONDER

Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. EZID Transponder Implant	Injectable Transponder ISO 11784/85 Compliant - PDX 134.2 kHz	Length = 12 mm Diameter = 12 mm	AIN 0019	Equine, Alpaca/Llama

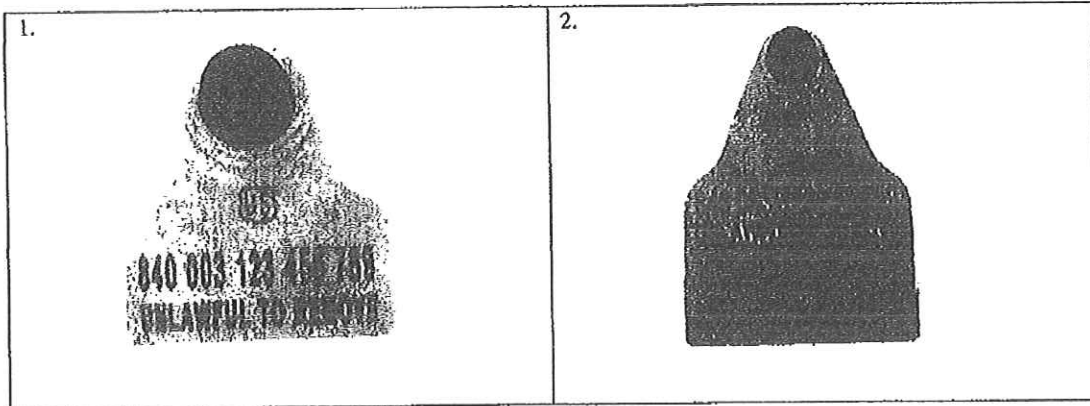


DataMars
250 West Cummings Park
Woburn, MA 01801

Phone: (781) 281-2216

840-VISUAL TAGS

Tag Name	Type	Panel Size	AIN Product Code	Recommended Species
1. F6S	Medium Visual Panel w/button male	Height = 14 mm Length = 41 mm Width = 37 mm	AIN 0056	Bison, Cattle, Deer/Elk
2. F10S	Large Visual Panel w/button male	Height = 13.48 mm Length = 77 mm Width = 57 mm	AIN 0057	Bison, Cattle, Deer/Elk

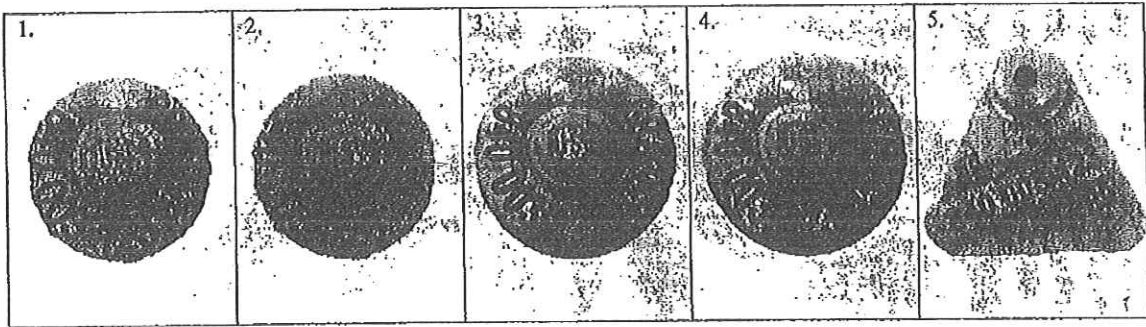


Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Page 6

DataMars (Continued)

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. F2SFDX	RFID Button w/button male FDX	Diameter = 25 mm Height = 6.75 mm	AIN 0051	Bison, Cattle, Deer/Elk
2. F2SHDX	RFID Button w/button male HDX	Diameter = 25 mm Height = 6.75 mm	AIN 0052	Bison, Cattle, Deer/Elk
3. F4SFDX	RFID Button w/button male FDX	Diameter = 30 mm Height = 6.65 mm	AIN 0053	Bison, Cattle, Deer/Elk
4. F4SHDX	RFID Button w/button male HDX	Diameter = 30 mm Height = 6.65 mm	AIN 0054	Bison, Cattle, Deer/Elk
5. F8SHDX	Triangle RFID w/button male HDX	Height = 14.55 mm Weight = 2.3 g	AIN 0055	Bison, Cattle, Deer/Elk



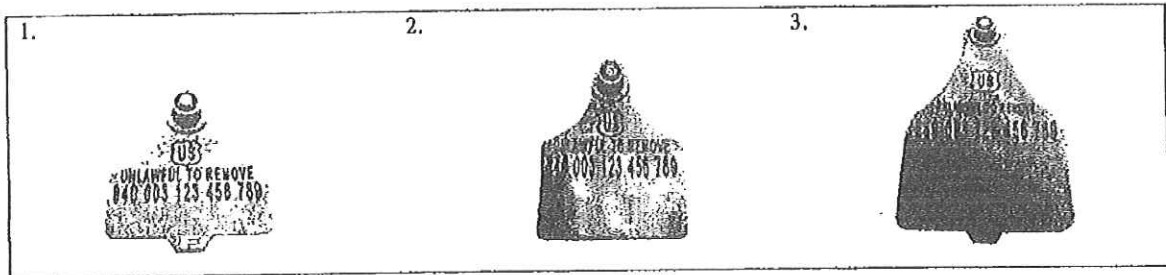
Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Destron Fearing
490 Villaume Avenue
So. St. Paul, MN 55075

Phone: (651) 552-6316
www.destronfearing.com

840 VISUAL TAGS

Tag Name	Type	Panel Size	AIN Product Code	Recommended Species
1. Medium Visual Tamper-Evident Tags	Visual Panel Eartag	Height = 58 mm Width = 57.5 mm	AIN 0023	Cattle
2. Large Visual Tamper-Evident Tags	Visual Panel Eartag	Height = 68.3 mm Width = 57.9 mm	AIN 0024	Cattle
3. Extra Large Visual Tamper-Evident Tags	Visual Panel Eartag	Height = 117.5 mm Width = 76 mm	AIN 0025	Cattle



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

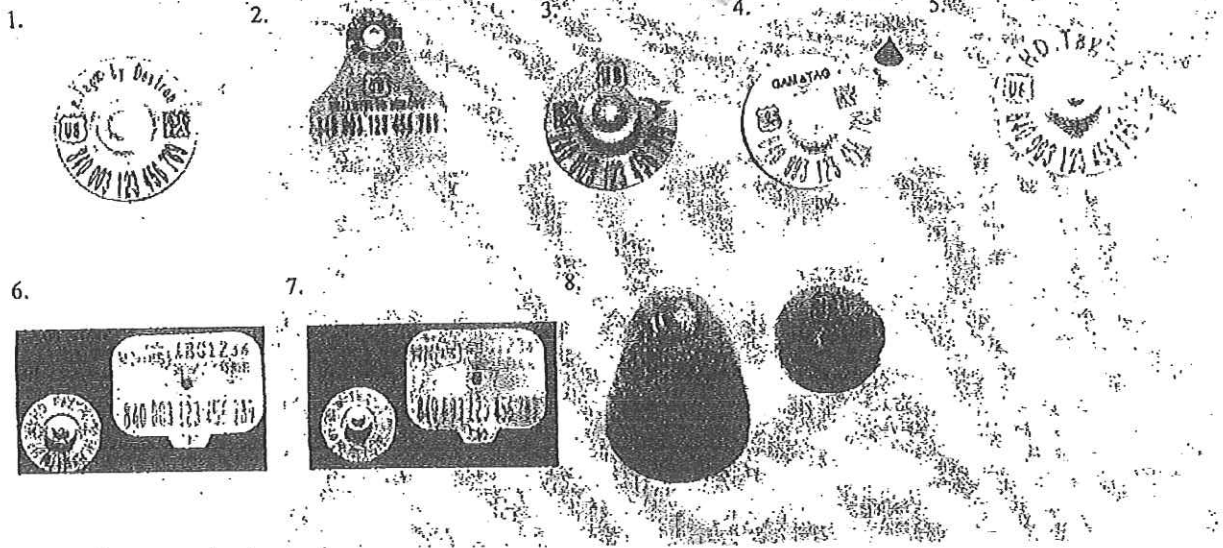
Page 8

Destron Fearing (Continued)

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Destron e.Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 30 mm	AIN 0001	Bison, Cattle, Deer/Elk, Pigs
2. Destron Combo e.Tag	RFID Panel Eartag ISO 11784/85 Compliant - FDX	Height = 117 mm Width = 70 mm	AIN 0002	Deer/Elk, Sheep/Goats
3. Sheep/Goat Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 30 mm	AIN 0013	Deer/Elk, Sheep/Goats
4. g.Tag	Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 30.5 mm	AIN 0038	Bison, Cattle, Deer/Elk, Pigs
5. Destron HD Tag	Button Eartag ISO 11784/85 Compliant - HDX	Diameter = 30 mm	AIN 0042	Bison, Cattle, Deer/Elk, Pigs
6. TSWP HD Set	RFID Panel Eartag ISO 11784/85 Compliant - HDX	Male: Height = 42 mm Width = 56 mm Female: Diameter = 30 mm	AIN 0046	Bison, Cattle, Deer/Elk, Pigs
7. TSWPE Set	RFID Panel Eartag ISO 11784/85 Compliant - FDX	Male: Height = 42 mm Width = 56 mm Female: Diameter = 30 mm	AIN 0047	Bison, Cattle, Deer/Elk, Pigs
8. Destron r Tag	UHF Panel Tag Ultrahigh frequency	Height = 52 mm Width = 40 mm	AIN 0049	Bison, Cattle, Deer/Elk, Pigs

Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Destron Fearing (Continued)



840 RFID INJECTABLE TRANSPONDER

Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Equine Lifechip	Injectable Transponder ISO 11784/85 Compliant - FDX 134.2 kHz	Length = 12 mm Diameter = 2 mm	AIN 0009	Equine, Alpaca/Llama
2. Equine Biothermo Lifechip	Injectable Transponder ISO 11784/85 Compliant - FDX 134.2 kHz	Length = 12 mm Diameter = 2 mm	AIN 0009b	Equine, Alpaca/Llama



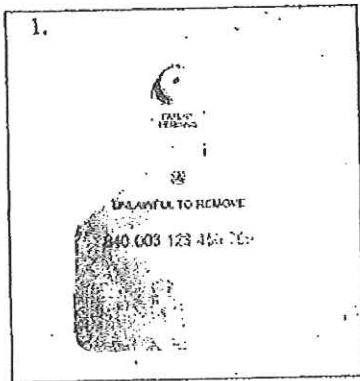
Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Eriginate
3445 Urbandale Lane North
Plymouth, MN 55447

Phone: (507) 344-8005
<http://www.eriginate.com>
 Or www.etattootag.com

840 RFID TAGS

Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. eTattoo	UHF Panel Tag Ultrahigh frequency	114.3 mm x 76.2 mm	AIN 0039	Bison, Cattle



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Page 11

Hana Micron America
1551 McCarthy Blvd. Suite 201
Milpitas, CA 95035

Phone: (408) 649-2225
www.hanam micron.com

840 RFID TAGS				
Tag Name	Type	Panel Size	AIN Product Code	Species
1. RaPId Tag	UHF Panel Tag Ultrahigh frequency	Height = 61 mm Width = 98 mm	AIN 0040	Cattle

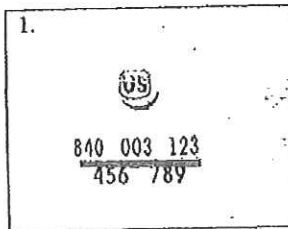


Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Leader Products
465 Humo Highway
Craigieburn, VIC 3064 Australia
www.leaderproducts.com.auleader

EZid Livestock Identification
Greeley, CO
Phone: (970) 351-7701
Toll free: (877) 330-3943
Fax: (970) 351-7711
www.EZIDavid.com/let.html

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Leadertronic HDX	RFID Eartag ISO 11784/85 Compliant - HDX	Height = 35 mm Width = 36 mm	AIN 0008	Bison, Cattle, Deer/Elk, Pigs



Perma-Flex Incorporated
724 Commerce Street
Aberdeen, SD 57401

Phone: (612) 799-1794
Fax: (866) 406-7296
www.permaflextags.com

840 VISUAL TAGS				
Tag Name	Type	Size (transponder piece)	AIN Product Code	Species
1. Large Cattle Tag T.E.	Visual Panel Eartag	Height = 25 mm Width = 28.5 mm	AIN 0048	Bison, Cattle, Deer/Elk, Pigs



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Stockbrands Co. Pty. Ltd.
53 Edwards Street
Osborne Park, Western Australia
6017

Animal Profiling International, Inc.
 Portland, OR
 Phone: (503) 247-8066
 Fax: (503) 247-8028
www.animalprofiling.com

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Write TAG	RFID Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 31.5 mm	AIN 0027	Bison, Cattle, Deer/Elk



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Temple Tag Ltd.
409 North Hwy 95
Little River, TX 76554

Phone: 800-433-3112
 www.templetag.com

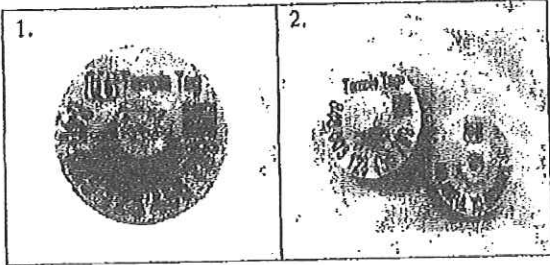
840 VISUAL TAGS				
Tag Name	Type	Panel Size	AIN Product Code	Species
1. Herdsman Small	Visual Panel Eartag	Height = 14.3 mm Width = 57.3 mm	AIN 0032 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs,
2. Herdsman Medium	Visual Panel Eartag	Height = 15.3 mm Width = 65.2 mm	AIN 0033 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs
3. Herdsman Large	Visual Panel Eartag	Height = 15.4 mm Width = 76.5 mm	AIN 0034 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

 Temple Tag (Continued)

840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Temple BID Tag	Button Eartag ISO 11784/85 Compliant-FDX	Diameter = 31.2 mm	AIN 0035	Bison, Cattle, Deer/Elk, Pigs
2. ComfortEar HDX Tag	Button Eartag ISO 11784/85 Compliant-HDX	Diameter = 31.2 mm	AIN 0059	Bison, Cattle, Deer/Elk, Pigs



 Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Y-Tex Corporation
1825 Big Horn Avenue
Cody, WY 82414

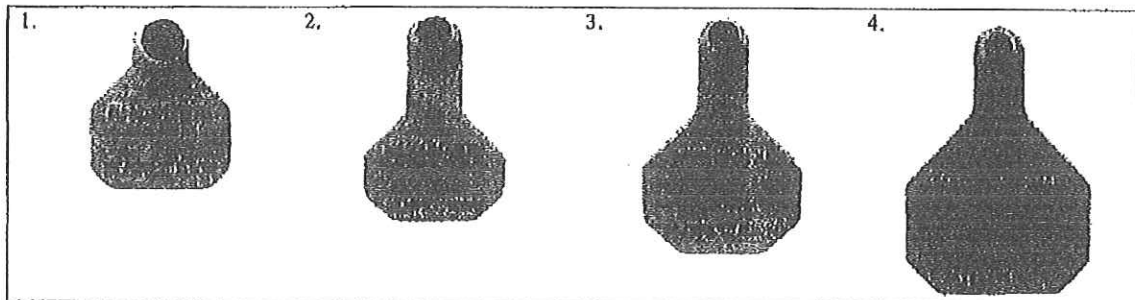
Phone: 307-527-6433
 www.ytex.com

840 VISUAL TAGS

Tag Name	Type	Panel Size	AIN Product Code	Species
1. All American 1 Star	Visual Panel Eartag <i>Medium 58x57.5</i>	Height = 50.8 mm Width = 41.91 mm	AIN 0028 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs, Sheep/Goat
2. All American 2 Star	Visual Panel Eartag <i>Large 68.3x57.9</i>	Height = 83.62 mm Width = 50.16 mm	AIN 0029 (w/ Button Male)	Bison, Cattle, Deer/Elk
3. All American 3 Star	Visual Panel Eartag <i>Extra Large 117.5x76</i>	Height = 98.6 mm Width = 64.28 mm	AIN 0030 (w/ Button Male)	Bison, Cattle, Deer/Elk, Pigs
4. All American 4 Star	Visual Panel Eartag <i>Proteabry</i>	Height = 119.63 mm Width = 84.125 mm	AIN 0031 (w/ Button Male)	Bison, Cattle, Deer/Elk

H W
 59x57
 80x58
 98x74

- ultra small
 - ultra large
 - ultra maxi



Tag photos are not in proportion to actual size - see chart above for tag dimensions.

Y-Text Corporation (Continued)

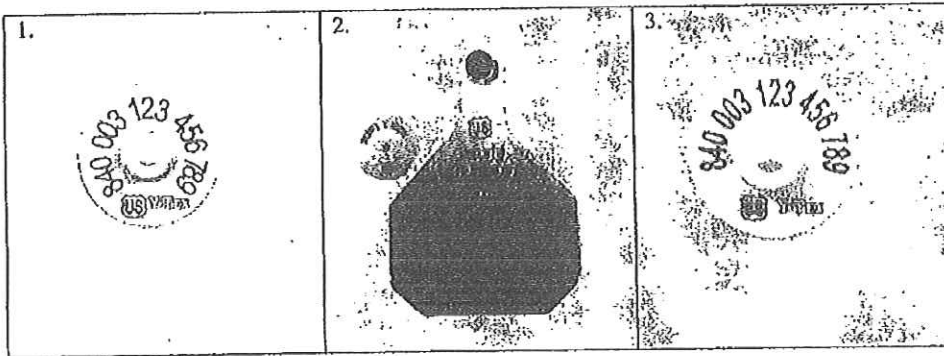
840 RFID TAGS				
Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Y-Text Round RFID Tag	RFID Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 32.5	AIN 0007	Bison, Cattle, Deer/Elk, Pigs
2. All American UHF 4 Star	UHF Panel Tag Ultrahigh frequency	Height = 119.63 mm Width = 84.125 mm	AIN 0044 (w/ Button Male)	Bison, Cattle, Deer/Elk
3. Y-Text Round RFID Tag	HDX RFID Round Tag	Diameter = 32.14	AIN 0050	Bison, Cattle, Deer/Elk

FDX 30mm

FDX 30.7

HDX 30mm

HDX 30mm



Zee Tags Limited
19 Douglas Alexander Parade
P.O. Box 302 477
North Shore City 0751
New Zealand

+64 9 414 1790
 www.zeetags.com

840 RFID TAGS

Tag Name	Type RFID Technology	Size (transponder piece)	AIN Product Code	Species
1. Cattle RFID Button (FDX)	RFID Button Eartag ISO 11784/85 Compliant - FDX	Diameter = 33 mm	AIN 0015	Bison, Cattle, Deer/Elk



**State and Territory Identification Codes
National Uniform Tag Code Number**

Arranged Alphabetically				Arranged Numerically			
Alabama	64	Montana	81	10	Dist. of Columbia	56	South Carolina
Alaska	96	Nebraska	47	11	Maine	57	Georgia
Arizona	86	Nevada	88	12	New Hampshire	58	Florida
Arkansas	71	New Hampshire	12	13	Vermont	61	Kentucky
California	93	New Jersey	22	14	Massachusetts	63	Tennessee
Colorado	84	New Mexico	85	15	Rhode Island	64	Alabama
Connecticut	16	New York	21	16	Connecticut	65	Mississippi
Delaware	50	North Carolina	55	21	New York	71	Arkansas
Dist. Of Columbia	10	North Dakota	45	22	New Jersey	72	Louisiana
Florida	58	Ohio	31	23	Pennsylvania	73	Oklahoma
Georgia	57	Oklahoma	73	31	Ohio	74	Texas
Guam	97	Oregon	92	32	Indiana	81	Montana
Hawaii	95	Pennsylvania	23	33	Illinois	82	Idaho
Idaho	82	Puerto Rico	94	34	Michigan	83	Wyoming
Illinois	33	Rhode Island	15	35	Wisconsin	84	Colorado
Indiana	32	South Carolina	56	41	Minnesota	85	New Mexico
Iowa	42	South Dakota	46	42	Iowa	86	Arizona
Kansas	48	Tennessee	63	43	Missouri	87	Utah
Kentucky	61	Texas	74	45	North Dakota	88	Nevada
Louisiana	72	Utah	87	46	South Dakota	91	Washington
Maine	11	Vermont	13	47	Nebraska	95	Oregon
Maryland	51	Virginia	52	48	Kansas	93	California
Massachusetts	14	Virgin Islands	98	50	Delaware	94	Puerto Rico
Michigan	34	Washington	91	51	Maryland	95	Hawaii
Minnesota	41	West Virginia	54	52	Virginia	96	Alaska
Mississippi	65	Wisconsin	35	54	West Virginia	97	Guam
Missouri	43	Wyoming	83	55	North Carolina	98	Virgin Islands

AGR1326 PRICING PAGE

Item No.	Description	Model No/Brand Name	Estimated Quantity	Unit Price	Extended Amount
1	Ultra Maxi Visual Panel Eartag or Equal	Maxi AIIFLEX	1000	\$.94	\$ 940.00
2	Ultra Large Visual Panel Eartag or Equal	Large AIIFLEX	1000	\$.80	\$ 800.00
3	Ultra Junior Visual Panel Eartag or Equal	Junior AIIFLEX	1000	\$.81	\$ 810.00
4	FDX Ultra EID tag/ Button Eartag or Equal	FDX Ultra AIIFLEX	5000	\$ 1.35	\$ 6750.00
5	HDX High Performance Ultra EID tag/Button Eartag or Equal	HDX High P. AIIFLEX	10000	\$ 1.60	\$ 16,000.00
6	Lightweight EID tag/Button Eartag or Equal	FDX Light w. AIIFLEX	5000	\$ 1.59	\$ 7,950.00
7	FDX Plus Ultra EID tag/Button Eartag or Equal	FDX Ultra AIIFLEX	5000	\$ 1.35	\$ 6,750.00
8	"All in one" FDX Plus EID tag/ RFID Panel Eartag or Equal	FDX All IN AIIFLEX	1000	\$ 2.63	\$ 2,630.00
9	"All in one" High Performance HDX Tag/RFID Panel Eartag or Equal	HDX All IN AIIFLEX	1000	\$ 3.20	\$ 3,200.00
10	Global Ident Microchip/Injectable Transponder or Equal	Global IDENT AIIFLEX	1000	\$ 5.95	\$ 5,950.00
	Failure to use this form may result in disqualification				
	Quantities are estimates for evaluation purposes only. Agency may order more or less based upon need over the life of the contract.				
				GRAND TOTAL	\$ 51,780.00

Bidder / Vendor Information

Name: AIIFLEX USA, INC.

Address: 2805 East 14th Street
P.O. Box 612266
DFW Airport, TX 75266

Phone: 724-494-6199

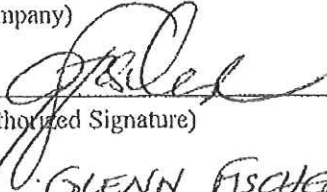
Email Address: cmce@h2ney@aifflexusa.com

Authorized Signature: *Walt M. E...*

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ACUFLEX USA, INC.
 (Company)


 (Authorized Signature)

GLENN FISCHER
 (Representative Name, Title)

972-456-3686 972-456-3882
 (Phone Number) (Fax Number)

April 9, 2013.
 (Date)

Rev. 07/12

N/A

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ Signed: _____
 Date: _____ Title: _____

RFQ No. AGR 1326

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: Allflex USA, Inc.

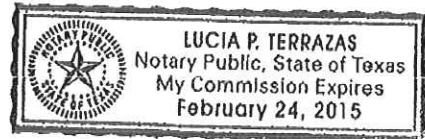
Authorized Signature: [Signature] Date: April 9, 2013

State of Texas

County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 9 day of April, 2013.

My Commission expires 02-24, 2015.



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

N/A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1326

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.