



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 197539

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0608

Vendor ID:

SO Doc ID: COR160000019

Legal Name: APPRISS INC

Published Date: 4/5/16

Alias/DBA:

Close Date: 5/5/16

Total Bid: \$52,078.92

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 197539

**Solicitation Description :** ADDENDUM 1 VICTIM INFORMATION AND NOTIFICATION SYSTEM

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-05-05 13:30:00	SR 0608 ESR05031600000005322	1

**VENDOR**

000000219151

APPRISS INC

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Information services	12.00000	MO	\$4,339.910000	\$52,078.92

Comm Code	Manufacturer	Specification	Model #
81112200			

<b>Extended Description :</b>	Information services
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May 5, 2016

Ms. Crystal Rink  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
[Crystal.g.rink@wv.gov](mailto:Crystal.g.rink@wv.gov)  
(304) 558-2402



10401 Linn Station Road  
Louisville, KY 40223-3842  
502-561-8463 800-816-0491  
[www.appriss.com](http://www.appriss.com)

**RE: State of West Virginia, "Victim Information and Notification System" Request for Quotation (RFQ) Solicitation Number CRFQ COR1600000019 (Proc Folder: 197539)**

Dear Ms. Rink,

Appriss Inc. is pleased to submit this response to the State of West Virginia's RFQ for a "Victim Information and Notification System" for the Division of Corrections. As the current victim notification solution vendor, Appriss is confident in its ability to partner with the State of West Virginia and successfully fulfill the specifications of the RFQ. Appriss proposes to continue to help West Virginia DOC achieve its victim notification goals through an approach which leverages:

- ✓ **Appriss Mission and Reputation as a Premier Provider of Victim Notification Services**  
Appriss' sole mission is to provide technology solutions *to help keep communities safe and informed*. Appriss' flagship product, VINE (Victim Information Notification Everyday) is the nation's leading automated victim notification solution. In 1996, Appriss partnered with the Commonwealth of Kentucky to develop the first statewide victim notification program. VINE is now being used in 48 states covering over 3,000 communities. VINE is the only proven, large-scale solution that informs victims of offender status changes throughout his/her incarceration. Appriss' VINE program exceeds the technical guidelines and standards for the operation of a statewide automated victim notification system as outlined by the Bureau of Justice Assistance (BJA).
- ✓ **History of Victim Notification in West Virginia**  
Appriss brings 15 years of experience partnering with the West Virginia Division of Corrections to provide Victim Information and Notification Everyday (WV DOC VINE) services. Appriss values this partnership with West Virginia and is confident the team will continue to exceed the technical and contractual needs of West Virginia.
- ✓ **Public Safety Experience in West Virginia**  
In addition to Appriss' experience providing VINE services, Appriss has been providing its National Precursor Log Exchange (NPLeX®) solution in WV since 2013. NPLeX is an electronic tracking service that monitors and blocks the illegal sale of over-the-counter cold medicines containing pseudoephedrine, a key ingredient of methamphetamine. Every law enforcement agency in the state has access to the data in real-time for criminal investigative purposes. Appriss provides training and support for both retailers and law enforcement users in the state on a 24/7 basis.
- ✓ **Proven Solution**  
Appriss' proven and comprehensive VINE solution meets or exceeds all technical specifications listed in the RFQ, including, but not limited to:
  - Dedicated toll-free number and dedicated website for registrants
  - Notification to registrant's phone number, email address and/or text number
  - Available notifications in multiple languages
  - Live operator support on a 24 hour, 7 days per week, 365 days per year basis

✓ **Customer Support and Service**

The Appriss team assigned to WV DOC possesses a strong working knowledge of the DOC's business practices and strives to ensure the best possible service with minimal interruption. The team consists of qualified technical experts, live operator support through the Customer First Center (CFC) available around the clock every day of the year, along with a dedicated Client Relationship Manager (CRM) who will continue to serve as the primary point of contact for WV DOC. Working together, this structure provides robust service and support to help ensure customer satisfaction and the best possible notification experience for victims.

Appriss would be honored to continue its partnership with the State of West Virginia. Appriss has proven its capability and has proudly performed the services described in the above-referenced RFQ. As the President of the Government Division, I speak for my entire staff that we warmly welcome the opportunity to continue uninterrupted service with West Virginia.

If you have any questions or require additional information, please feel free to contact Lalla O'Bryan, VP, Client Relations. Lalla O'Bryan can be reached at 502-815-5533 (office), 502-419-0976 (mobile) or [lobryan@appriss.com](mailto:lobryan@appriss.com).

Respectfully submitted,



Joshua P. Bruner  
President – Government Division  
Appriss Inc.

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# A | SOLICITATION DOCUMENT AND ADDENDA

Enclosed in this section, please find completed and signed RFQ form and all issued addenda.

- Solicitation Documents
- Final CRFQ 0608 COR160000019 1 CRFQ Form
- Final CRFQ 0608 COR160000019 2 CRFQ Form
- Addendum 1





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation

Proc Folder: 197539

Doc Description: VICTIM INFORMATION AND NOTIFICATION SYSTEM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-01	2016-05-03 13:30:00	CRFQ 0608 COR1600000019	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Appriss Inc.  
 10401 Linn Station Road  
 Louisville, Kentucky 40223  
 Contact: Ms. Lalla O'Bryan, VP Client Relationships Ph: (502) 815-5533 / (502) 419-0976 or lobryan@appriss.com

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN # 61-1371324

DATE 05/03/2016

All offers subject to all terms and conditions contained in this solicitation

Joshua P. Bruner - President, Government Division

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A VICTIM INFORMATION AND NOTIFICATION SYSTEM PER THE ATTACHED SPECIFICATIONS.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300  CHARLESTON WV25311  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Information services	12.00000	MO	\$4,339.91/month	\$52,078.86 (12 mos period)

Comm Code	Manufacturer	Specification	Model #
81112200	<i>See attached RFQ response</i>		

Extended Description :  
Information services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-04-19

COR1600000019	<b>Document Phase</b> Draft	<b>Document Description</b> VICTIM INFORMATION AND NOTIFICATION SYSTEM	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 19, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ COR1600000019  
BID OPENING DATE: May 3, 2016  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

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 n/a convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. 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: (This only applies to CRFP)  
 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 3, 2016 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

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

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to



include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

**2.9. "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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 a 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 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders 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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-5.2.b.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. 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.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. 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.

**22. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. 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.

**24. 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.

**25. 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.

~~26. 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.~~ *Appriss respectfully proposes to negotiate this item. Please see Section D, Appendix 4.*

**27. 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.

**28. 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.



**29. PRIVACY, SECURITY, AND 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/default.html>. *Appriss respectfully proposes to add language to item 29. Please see Section D, Appendix 4.*

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

**42. 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:
- c. 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
- d. 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.

**43. 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.

**44. *VENDOR'S STANDARD SERVICE AGREEMENT*** (attached hereto as Appendix 3) shall be incorporated by reference. In the event of a conflict between this Contract and the Vendor's Standard Service Agreement, this Contract shall govern.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Appriss Inc.

(Company)



Joshua P. Bruner, President - Government Division

(Authorized Signature) (Representative Name, Title)

Ph: (502) 815-5642 / Fax: (502) 815-5696

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ CR1600000019

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 checked="" 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.

Appriss Inc.

Company



Joshua P. Bruner, President - Government Division

Authorized Signature

05/03/2016

Date

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

REQUEST FOR QUOTATION  
CRFQ COR160000019  
**Victim Information and Notification System**

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*Appriss complies with the WV DOC Specifications listed. See Section B of this response package for a description on Appriss' approach and methodology for exceeding these requirements.*

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Corrections to establish a contract for Victim Information and Notification system.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means system by which victims of crime(s) may obtain information about offender(s), updates to court events, and protective orders as more fully described in these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or vendor’s staff, ir requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Vendor shall be able to meet all specifications listed below, without disruption to current operations.
  - 3.2. Vendor must be prepared to conduct onsite training and installation for all, and any future, facilities at no cost to the state of WV.
  - 3.3. Vendor must be willing to reimburse the WV Division of Corrections for any overtime hours required by the WV Division of Corrections personnel training.
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 **Victim Information and Notification Everyday System (VINE), or equal**
      - 4.1.1.1 System must provide the following information from the offender management system.



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**Victim Information and Notification System**

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- 4.1.1.1.1 Inbound and outbound service, in multiple languages (WV currently offers English and Spanish)
- 4.1.1.1.2 Current offender custody status
- 4.1.1.1.3 Offender number (if searched by name)
- 4.1.1.1.4 Housing location
- 4.1.1.1.5 Parole hearing date
- 4.1.1.1.6 Scheduled release date
- 4.1.1.1.7 List of victim service agencies for additional services

4.1.1.2 Automated notifications must be delivered in the following methods.

- 4.1.1.2.1 Telephone
- 4.1.1.2.2 E-mail
- 4.1.1.2.3 TTY
- 4.1.1.2.4 Letter (registered victims can receive letter notification if prior request has been submitted to the WV Division of Corrections or the WV Parole Board).
- 4.1.1.2.5 Text (available, but currently not being utilized by WV)

4.1.1.3 Notifications shall be made to all registered individuals as changes occur in the offender(s) status. The following types of notifications are currently in use by the State of West Virginia:

- 4.1.1.3.1 Escape
- 4.1.1.3.2 Returned from escape
- 4.1.1.3.3 Release (general, court ordered, parole)
- 4.1.1.3.4 Work release
- 4.1.1.3.5 Home detention/electronic monitoring
- 4.1.1.3.6 Death
- 4.1.1.3.7 Transfer
- 4.1.1.3.8 Parole hearing (no calls, letters only)

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4.1.1.3.9 Scheduled releases – Sentence expirations

4.1.1.4 Telephone notifications shall be delivered to any direct dial number (eg home, work, and cell). The types of notifications shall be as follows:

4.1.1.4.1	Normal
4.1.1.4.2	Non-emergency
4.1.1.4.3	Final
4.1.1.4.4	Non-emergency delay
4.1.1.4.5	Advance notification

4.1.1.5 Individuals shall be able to register to receive notifications via the web, or through a TTY device. A nationwide toll-free number for TTY devices shall be available for this option.

## 5. CONTRACT AWARD:

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page by including monthly fee for service. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[Crystal.G.Rink@WV.Gov](mailto:Crystal.G.Rink@WV.Gov)

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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**Victim Information and Notification System**

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7. **PAYMENT:** Agency shall pay monthly fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
CRFQ COR1600000019  
**Victim Information and Notification System**

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**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Ms. Erin Combs

**Telephone Number:** (502) 815-5820 (office) / (502) 303-9033 (mobile)

**Fax Number:** (502) 815-5696

**Email Address:** ecombs@appriss.com

# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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: Appriss Inc. (no preference applicable)

Signed: 

Date: 05/03/2016

Title: Joshua P. Bruner, President - Government Division

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: Appriss Inc.

Authorized Signature:  Date: 05/03/2016  
Joshua P. Bruner, President - Government Division

State of Kentucky

County of Shelby, to-wit:

Taken, subscribed, and sworn to before me this 3 day of May, 2016.

My Commission expires My Commission Expires 10/23/17 20    
Notary ID 499639

**AFFIX SEAL HERE**

**NOTARY PUBLIC**   
*Purchasing Affidavit (Revised 07/01/2012)*



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation

Proc Folder: 197539

Doc Description: VICTIM INFORMATION AND NOTIFICATION SYSTEM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-01	2016-05-03 13:30:00	CRFQ 0608 COR1600000019	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Appriss Inc.  
 10401 Linn Station Road  
 Louisville, Kentucky 40223  
 Contact: Ms. Lalla O'Bryan, VP, Client Relationships Ph: (502) 815-5533 / (502) 419-0976 or lobryan@appriss.com

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X 

FEIN # 61-1371324

DATE 05/03/2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A VICTIM INFORMATION AND NOTIFICATION SYSTEM PER THE ATTACHED SPECIFICATIONS.

INVOICE TO		SHIP TO	
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25311	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Information services	12.00000	MO	\$4,339.91/month	\$52,078.86 (12 mos period)

Comm Code	Manufacturer	Specification	Model #
81112200	<i>See attached RFQ response</i>		

**Extended Description :**

Information services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2016-04-19



<b>COR1600000019</b>	<b>Document Phase</b> Final	<b>Document Description</b> VICTIM INFORMATION AND NOTIFICATION SYSTEM	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation

Proc Folder: 197539

Doc Description: ADDENDUM 1 VICTIM INFORMATION AND NOTIFICATION SYSTEM

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-05	2016-05-05 13:30:00	CRFQ 0608 COR1600000019	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US


**VENDOR**

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FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25311	No City	WV 99999
US		US	

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1	Information services	12.00000	MO	\$4,339.91/month	\$52,078.86 (12 mos period)

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**Extended Description :**

Information services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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<b>COR1600000019</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 1 VICTIM INFORMATION AND NOTIFICATION SYSTEM	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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State of West Virginia  
 Request for Quotation

Proc Folder: 197539

Doc Description: ADDENDUM 1 VICTIM INFORMATION AND NOTIFICATION SYSTEM

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**BID RECEIVING LOCATION**

BID CLERK  
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 US

**VENDOR**

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**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
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Signature X 

FEIN # 61-1371324

DATE 05/03/2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A VICTIM INFORMATION AND NOTIFICATION SYSTEM PER THE ATTACHED SPECIFICATIONS.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300  CHARLESTON WV25311  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Information services	12.00000	MO	\$4,339.91/ month	\$52,078.86 (12 mos period)

Comm Code	Manufacturer	Specification	Model #
81112200	<i>See attached RFQ response</i>		

Extended Description :  
Information services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-04-19

COR1600000019	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM 1 VICTIM INFORMATION AND NOTIFICATION SYSTEM	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ COR1600000019

**Addendum Number:** 1

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

1. To extend bid opening date to May 5, 2016 at 1:30 PM EST

No other changes at this time

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR160000019**

**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 checked="" 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.

**Appriss Inc.**

**Joshua P. Bruner, President - Government Division**

Company



Authorized Signature

**05/03/2016**

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## B | SPECIFICATIONS

Appriss' methodology to achieve the specifications outlined in the RFQ is detailed below, following the RFQ organization.

### B.3 Qualifications

*QUALIFICATIONS: Vendor, or vendor's staff, or requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:*

- 3.1. Vendor shall be able to meet all specifications listed below, without disruption to current operations.*
- 3.2. Vendor must be prepared to conduct onsite training and installation for all, and any future, facilities at no cost to the state of WV.*
- 3.3. Vendor must be willing to reimburse the WV Division of Corrections for any overtime hours required by the WV Division of Corrections personnel training.*

✓ Appriss exceeds the mandatory qualifications of the RFQ, as detailed below. Appriss has relevant, similar experience providing VINE services throughout the country. See also *Appendix 1, Similar Experience* for more detail.

#### ***B.3.1 Vendor shall be able to meet all specifications listed below, without disruption to current operations***

As the VINE solution provider to West Virginia DOC for the past 15 years, Appriss is best suited to meet all of the RFQ specifications without disruption to current operations. Appriss' VINE service is the nation's premier automated system and is currently being used in 48 states covering over 3,000 communities. Appriss is also a key partner in the Victim Notification Service (VNS) utilized by the federal government in keeping the victims of federal crimes informed on the status of offenders.

#### ***B.3.2 Vendor must be prepared to conduct onsite training and installation for all, and any future, facilities at no cost to the state of WV***

Appriss is prepared to conduct onsite training and installation for all, and any future DOC facilities, at no cost to the state of West Virginia. Training is provided on-site, upon request. Appriss also offers webinars for training purposes. Appriss obtains training evaluation surveys from attendees upon the completion of the training sessions. Appriss then reviews the surveys and updates the training curriculum based on feedback.

In addition to training, Appriss provides marketing support to the WV DOC in order to ensure that the program effectively reaches crime victims within West Virginia. Appriss provides multi-language promotional material in agreed-upon quantities. Examples of such material include but are not limited to:

- Victim brochures (available in English and Spanish)
- Tear-off pads
- Service promotion posters

**B.3.3 Vendor must be willing to reimburse the WV Division of Corrections for any overtime hours required by the WV Division of Corrections personnel training**

Appriss is willing to reimburse the WV Division of Corrections for any overtime hours required by the WV Division of Corrections for personnel training. Based on our experience as the incumbent vendor, Appriss does not anticipate the need for WV DOC personnel to work any overtime hours as it relates to VINE solution training.

**B.4 Mandatory Requirements**

**B.4.1 Mandatory Contract Services Requirements and Deliverables**

*Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.*

✓ Appriss complies and exceeds the mandatory contract services requirements and deliverables itemized in the WV DOC RFQ.

**B.4.1.1 Victim Information and Notification Everyday System (VINE), or equal**

✓ Appriss fully complies as the current provider of the West Virginia DOC Victim Information and Notification Everyday (WV DOC VINE). Originally known as The VINE Company, Appriss founders worked with government officials to develop the nation’s first automated victim information and notification system 21 years ago. Today, the VINE service is the nation’s premier automated system and is currently being used in 48 states covering over 3,000 communities. Appriss is also a key partner in the Victim Notification Service (VNS) utilized by the federal government in keeping the victims of federal crimes informed on the status of offenders.

A few features of Appriss’ VINE solution are highlighted below.

VINE Features	Benefit to WV DOC
<b>Automated Notification System</b>	Provides registered individuals with automated phone and email notifications on a 24 hours per day, 7 days per week, 365 days per year basis in both English and Spanish. Automated Short Messaging Service (SMS) notifications are also an option offered by Appriss.
<b>Bureau of Justice Assistance (BJA) Compliance</b>	Appriss’ VINE program is in compliance with the technical guidelines and standards for the operation of a statewide automated victim notification system, as outlined by the BJA. As such, West Virginia DOC’s VINE program meets the established Federal guidelines with regard to technical, architecture, and security specifications. See Appendix 2 for more detail regarding Appriss’ VINE solution as compared to the BJA specifications.
<b>VINEWatch</b>	VINEWatch functionality, within Appriss’ VINE program, provides administrators the ability to log-on through a secure Internet website to generate usage reports on demand and enroll registrants for notification. The VINEWatch website is password protected and utilizes Secured Socket Layers (SSL) to ensure that only authorized personnel access information. Every notification to a victim is logged in order to provide assurance of the system’s performance. The site also provides access to audit reports on all notification calls that the system processes. VINEWatch allows the following functions to be performed: <ol style="list-style-type: none"> <li>1. Register victims for notifications</li> </ol>

VINE Features	Benefit to WV DOC
	<ol style="list-style-type: none"> <li>2. Ability to update and delete phone numbers and PINs</li> <li>3. Ability to cancel and stop notification calls</li> <li>4. Obtain WV DOC VINE usage reports</li> <li>5. Provides Emergency Override Line Reporting. This allows users to access reporting on situations where an emergency override was used to change an offender's status or cancel a notification call.</li> <li>6. Look-up offenders currently active in WV DOC VINE</li> <li>7. Look-up victims registered with WV DOC VINE</li> <li>8. View notification content of delivered victim notifications</li> <li>9. Print notification letters</li> </ol>
<p><b>Comprehensive Notification Events</b></p>	<p>Notification events include: release (general, court ordered, parole), escape, death, transfer, returned from escape, returned from parole, work release, home detention / electronic monitoring, parole hearing, scheduled releases/sentence expirations, and Anthony Program Completion.</p>
<p><b>Live Operator Support</b></p>	<p>Appriss provides live operator support for registrants on a 24 hours a day, 7 days a week, 365 days per year basis.</p>
<p><b>Reporting</b></p>	<p>Appriss is able to provide monthly reports which include information including undeliverable notifications by telephone, email, and text. The VINEWatch administrator secure website provides the ability to generate usage reports on demand. Every notification to a victim is logged in order to provide assurance of the system's performance. The site also provides access to audit reports on all notification calls that the system processes.</p> <p>Appriss has robust monitoring capabilities that ensure the VINE service exceeds national availability targets and shares with customers predefined performance and statistical reports to include national and state specific service level standards (SLS) reporting. Made available on a monthly basis, the SLS report provides updates on how well the national VINE system as a whole functioned, and provides a relative analysis on how well the state VINE system functioned. VINE SLS reports include metrics on VINE Data Processing, Data Collection, Inbound Registration and Web Service, Notification Queuing Performance, Notification Delivery Platform, Data Availability Performance, Service Representative Performance including Average Speed of Answer, and Outage Resolution Response.</p>

#### **B.4.1.1.1 Offender Management System**

*System must provide the following information from the offender management system.*

- 4.1.1.1.1 *Inbound and outbound service, in multiple languages (WV currently offers English and Spanish)*
- 4.1.1.1.2 *Current offender custody status*
- 4.1.1.1.3 *Offender number (if searched by name)*
- 4.1.1.1.4 *Housing location*
- 4.1.1.1.5 *Parole hearing date*
- 4.1.1.1.6 *Scheduled release date*
- 4.1.1.1.7 *List of victim service agencies for additional services*

✓ Appriss fully complies with the items listed above. Appriss' VINE system provides registrants the ability to anonymously register through various options: via a secure administrator website, a public website, a dedicated WV toll-free phone line, and a mobile application for Apple and Android devices.

- **VINELink**

VINELink ([www.vinelink.com](http://www.vinelink.com)) is a secure, public facing web portal for WV DOC's search and registration process. The website encompasses a responsive design at its core and provides users with a similar experience regardless of whether they are using a desktop, tablet, or smartphone. Appriss deployed a complete redesign of VINELink in 2015 with input from the VINE Advisory Committee (VAC).

WV DOC VINELink is available in both English and Spanish. For additional languages, Appriss will integrate VINELink with a standard translation service, Google™ Translate.

- **VINEWatch**

VINEWatch is a secure, administrative web portal provided to WV DOC VINE administrators for management of the WV DOC VINE program. WV DOC VINE administrators have the ability to designate access to victim advocates, law enforcement and/or victims of crime to search offender information and register for notifications.

- **Toll-free Phone Number**

The West Virginia VINE system toll-free number (866/984-8463) is available 24 hours per day, 7 days per week, and 365 days per year, allows victims, surviving immediate family members, witness(es), or other concerned citizens to search for an offender and/or register for notifications. Through the WV VINE toll-free phone number, callers have the option of speaking to a sensitivity-trained VINE Service Representative (VSR) that can assist in the search and registration process.

- **VINEMobile**

Appriss currently provides a mobile application as part of its standard offering of VINE, allowing victims to search and register for offender custody status updates from their Apple or Android mobile devices.

Registrants have a choice to receive notifications in English or Spanish via phone and email. In addition, text messaging is a notification option which is included in Appriss' VINE suite of services and covered in the proposed annual maintenance fee.

Registrants may also use the above channels to search offender information including:

- Name
- Current offender custody status
- Offender number

- Housing location of the offender
- Parole hearing date
- Scheduled release date
- List of victim service agencies for additional services as supplied by the WV DOC to display

WV DOC VINE includes operator support available 24 hours per day, 7 days per week and 365 days per year. Appriss VINE Service Representatives (VSRs) receive victim sensitivity training and provide services to system users. VSRs can assist the caller in the use of the WV DOC VINE system in locating an offender, registering for automated notification, and/or referring the victim to WV DOC regarding additional concerns and for additional information.

VSRs provide services to victims in English. For victims who speak Spanish or one of 190 plus languages, Appriss is able to provide VSR service by utilizing a translation service.

***One of the many benefits to Appriss' VINE solution is that the number and types of notifications are unlimited. There is no limit to the types of notifications WV DOC may choose to have delivered by the VINE service as long as the WV DOC data file provides the data necessary to make the chosen notification.***

#### **B.4.1.2 Automated Notifications**

*Automated notifications must be delivered in the following methods.*

*4.1.1.2.1 Telephone*

*4.1.1.2.2 E-mail*

*4.1.1.2.3 TTY*

*4.1.1.2.4 Letter (registered victims can receive letter notification if prior request has been submitted to the WV Division of Corrections or the WV Parole Board).*

*4.1.1.2.5 Text (available, but currently not being utilized by WV)*

✓ Appriss fully complies with the automated notifications listed above. Appriss has over twenty-one years of experience providing notifications and 15 years of experience providing notifications in partnership with the WV DOC.

#### **VINE Automated Notifications**

##### **Telephone**

The telephone notifications are available in both English and Spanish.

##### **E-mail**

Email notification is available in both English and Spanish.

##### **TTY**

TTY notification is available in both English and Spanish.

## VINE Automated Notifications

**Letter** (registered victims can receive letter notification if prior request has been submitted to the WV Division of Corrections or the WV Parole Board)

Letter notification is available in both English and Spanish. Letter notifications are available through the administrator web portal for WV DOC staff to download and print.

### Text

Text notifications are included in the VINE service and are covered in the proposed annual maintenance fee. Text notification is available in both English and Spanish.

### B.4.1.3 Types of Notifications

*Notifications shall be made to all registered individuals as changes occur in the offender(s) status. The following types of notifications are currently in use by the State of West Virginia:*

- 4.1.1.3.1 *Escape*
- 4.1.1.3.2 *Returned from escape*
- 4.1.1.3.3 *Release (general, court ordered, parole)*
- 4.1.1.3.4 *Work release*
- 4.1.1.3.5 *Home detention/electronic monitoring*
- 4.1.1.3.6 *Death*
- 4.1.1.3.7 *Transfer*
- 4.1.1.3.8 *Parole hearing (no calls, letters only)*
- 4.1.1.3.9 *Scheduled releases – Sentence expirations*

✓ Appriss complies, as the provider of victim notification services for WV DOC for the past 15 years.

After the murder of Mary Byron by her former boyfriend in 1993, Appriss Inc. was founded with a mission *to keep communities safe and informed* by becoming the nation's leading provider of automated victim notification services. Exactly one year after Mary's murder, VINE was available in Jefferson County, Kentucky and twenty-one years later, thousands of communities including 45 Department of Corrections, 41 statewide programs and 7 states with local agency programs have adopted Appriss technology and services. **VINE is the most cost efficient technology and is the only proven, large-scale solution that informs victims of offender status changes throughout his/her incarceration.**

There is no limit to the types of notifications WV DOC may choose to have delivered by the VINE service as long as the WV DOC data file provides the data necessary to make the chosen notification. The VINE service is currently set up for WV DOC to deliver the following notifications:

- Escape
- Returned from escape
- Returned from Parole
- Release
  - General
  - Court Ordered
  - Parole
- Work Release
- Home Detention/Electronic monitoring
- Death
- Transfer
- Parole Hearing
- Scheduled releases – Sentence expirations
- Anthony Program Completion



#### **B.4.1.4 Telephone Notifications**

*Telephone notifications shall be delivered to any direct dial number (eg home, work, and cell). The types of notifications shall be as follows:*

- 4.1.1.4.1 *Normal*
- 4.1.1.4.2 *Non-emergency*
- 4.1.1.4.3 *Final*
- 4.1.1.4.4 *Non-emergency delay*
- 4.1.1.4.5 *Advance notification*

✓ Appriss complies with the telephone notifications above. Telephone notifications are customizable to the needs of WV DOC. Currently, notification calls to registered persons are made when one or more of the following occur:

- **Normal**  
A normal calling pattern is initiated upon the following custody status changes:
  - Escape
  - Returned from escape
- **Non-emergency**  
A non-emergency calling pattern is initiated upon the following custody status changes:
  - Release (general, court ordered, parole)
  - Work release
  - Home detention / electronic monitoring
  - Returned from parole
- **Final**  
A final calling pattern is initiated upon the following custody status changes:
  - Release (general, court ordered, parole)
  - Work release
  - Home detention / electronic monitoring
  - Returned from parole
- **Non-emergency delay**  
A non-emergency delay pattern is initiated upon the following custody status changes:
  - Death
  - Transfer
- **Advance notification**  
An advance notification calling pattern is initiated upon the following custody status changes:
  - Parole hearing\*\*
  - Scheduled release-sentence expiration

*\*\*Advance notification letters are sent 45 days prior to the expected date for parole hearings.*

WV DOC VINE requires registrants to self-select a four-digit PIN to confirm receipt of telephone notifications. This technology provides an extra measure of authentication. Registrants are required to enter the correct PIN after the notification script has been read in order to confirm receipt of notification and stop future notification calls.

#### **B.4.1.5 Register to Receive Notifications**

*Individuals shall be able to register to receive notifications via the web, or through a TTY device. A nationwide toll-free number for TTY devices shall be available for this option.*

✓ As the current provider, Appriss is in full compliance. Appriss' VINE system provides registrants the ability to anonymously register through various options: via a secure administrative website, a public website, a TTY device, a dedicated toll-free phone line (for TTY devices as an option), and a mobile application for Apple and Android devices. Registrants may also use the above channels to search offender information including name, current offender custody status, offender number, housing location of the offender, parole hearing date, scheduled release date, DOB, age, race and gender.

- **VINELink**

Registrants can search for an offender located in the WV DOC or self-register for notifications through a public website at [www.vinelink.com](http://www.vinelink.com). WV DOC VINELink is available in both English and Spanish. For additional languages, Appriss will integrate VINELink with a standard translation service, Google™ Translate.

- **VINEWatch**

VINEWatch is a secure, administrative web portal provided to WV DOC VINE administrators for management of the WV DOC VINE program. WV DOC VINE administrators have the ability to designate access to victim advocates, law enforcement and/or victims of crime to search offender information and register for notifications.

- **Toll-free Phone Number**

The West Virginia VINE system toll-free number (866/984-8463) is available 24 hours per day, 7 days per week, and 365 days per year, allows victims, surviving immediate family members, witness(es), or other concerned citizens to search for an offender and/or register for notifications. Through the WV VINE toll-free phone number, callers have the option of speaking to a sensitivity-trained VINE Service Representative (VSR) that can assist in the search and registration process.

- **VINEMobile**

Appriss currently provides a mobile application as part of its standard offering of VINE, allowing victims to search and register for offender custody status updates from their Apple or Android mobile devices.

WV DOC VINE includes operator support available 24 hours per day, 7 days per week and 365 days per year. Appriss VINE Service Representatives (VSRs) receive victim sensitivity training and provide services to system users. VSRs can assist the caller in the use of the WV DOC VINE system in locating an offender, registering for automated notification, and/or referring the victim to WV DOC regarding additional concerns and for additional information.

VSRs provide services to victims in English. For victims who speak Spanish or one of 190 plus languages, Appriss is able to provide VSR service by utilizing a translation service.

## B.5 Contract Award

### B.5.1 Contract Award

*The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.*

✓ Appriss complies. See Section C for pricing pages.

### B.5.2 Pricing Page

*Vendor should complete the Pricing Page by including monthly fee for service. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.*

*Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Rink@WV.Gov*

✓ Appriss complies. See Section C for pricing pages.

## B.6 Performance

*Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.*

✓ Appriss understands and will comply.

## B.7 Payment

*Agency shall pay monthly fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.*

✓ Appriss understands and will comply.

## B.8 Travel

*Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.*

✓ Appriss understands and will comply.

## B.9 Facilities Access

### B.9.1 Access Cards and/or Keys for Entrance

*Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:*

*9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.*

*9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.*

*9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.*

*9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.*

*9.5 Vendor shall inform all staff of Agency's security protocol and procedures.*

✓ Appriss understands and will comply with the RFQ requirements listed above (items 9.1 through 9.5).

## B.10 Vendor Default

*10.1 The following shall be considered a vendor default under this Contract.*

*10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.*

*10.1.2 Failure to comply with other specifications and requirements contained herein.*

*10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.*

*10.1.4 Failure to remedy deficient performance upon request.*

*10.2 The following remedies shall be available to Agency upon default.*

*10.2.1 Immediate cancellation of the Contract.*

*10.2.2 Immediate cancellation of one or more release orders issued under this Contract.*

*10.2.3 Any other remedies available in law or equity.*

✓ Appriss understands and will comply with the RFQ requirements listed above (items 10.1 through 10.2.3).

## B.11 Miscellaneous

### B.11.1 Contract Manager

*Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.*

✓ Appriss understands and complies.

During the performance of this contract, Appriss will designate and maintain a primary Contract Manager responsible for overseeing Appriss' responsibilities under this Contract. The Contract Manager will be available during normal business hours to address any customer service or other issues related to the contract. The designated Contract Manager and her contact information are listed below.

<b>Contract Manager:</b>	Ms. Erin Combs
<b>Address:</b>	10401 Linn Station Road, Louisville, Kentucky 40223
<b>Telephone Number:</b>	502-815-5820 (office), 502-330-9033 (mobile)
<b>Fax Number:</b>	502-815-5740
<b>Email Address:</b>	<a href="mailto:ecombs@appriss.com">ecombs@appriss.com</a>

# C | PRICING

**CRFQ COR160000019**  
**Victim Information Notification System**

Unit Price Per Month	Months	Extended Price
\$4,339.91	12	\$52,078.86

*Option for WV DOC to renew annually with a 3% increase for every year after the 12-month award period.*

Vendor Name: Appriss Inc. (contact: Lalla O'Bryan, VP, Client Relationships)

Phone Number: Office: (502) 815-5533 / Mobile: (502) 419-0976

Fax: (502) 815-5740

Email: lobryan@appriss.com

## D | APPENDICES

Enclosed in this section are the following appendices:

- **Appendix 1 – Similar Experience**
- **Appendix 2 – Appriss Approach in Exceeding BJA Standards**
- **Appendix 3 – VINE Service Agreement**
- **Appendix 4 – Proposed Exceptions to RFQ CRFQ COR160000019**

## Appendix 1 Similar Experience





**Similar Experience**

Appriss brings over 21 years of direct and continuous experience providing victim notification services to customers across the country. Appriss will gladly provide customer references, upon request.

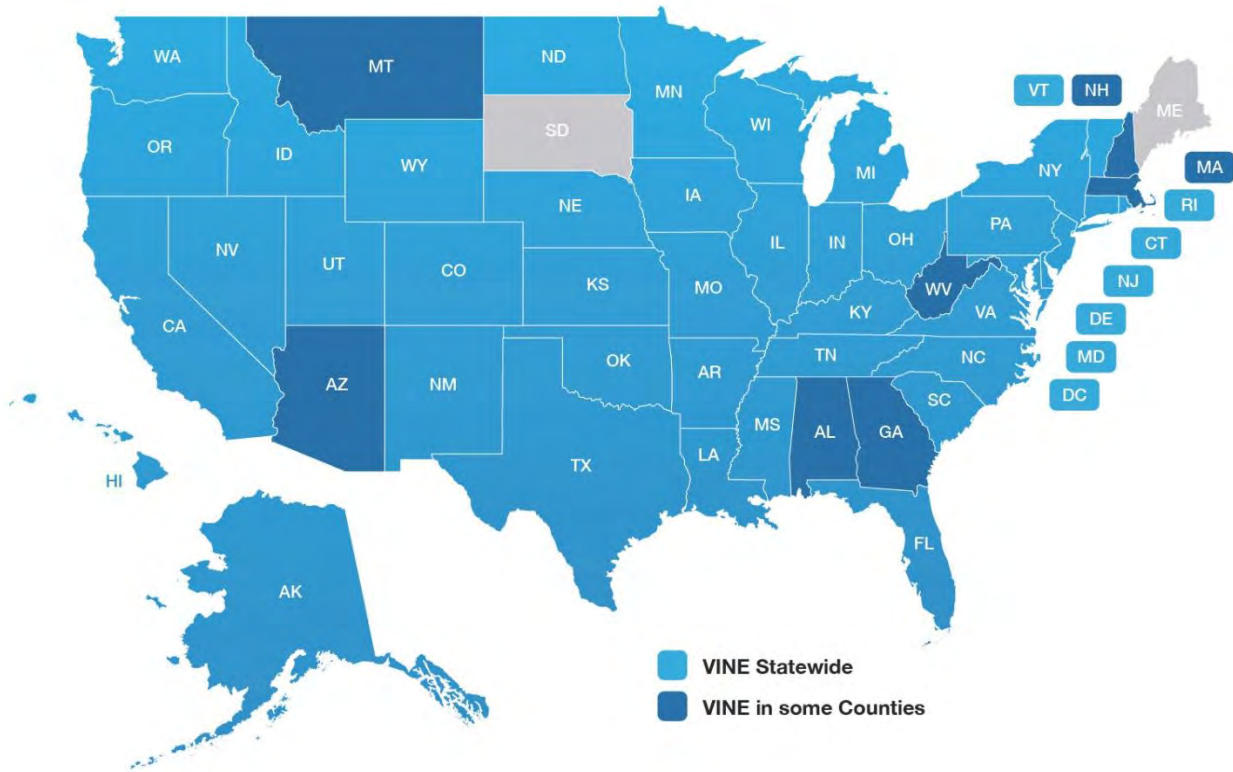
The table below illustrates Appriss' VINE services to its existing customers and the communities served. In 2015, the VINE service provided 40,324,903 confirmed notifications, 2,628,633 registrations, and 46,543,630 searches.

STATE	VINE SERVICE	SINCE
AK	Alaska Statewide	1998 - present
AR	Arkansas Statewide	1998 - present
CA	California Statewide	2007 - present
CO	Colorado Statewide	2007 - present
DE	Delaware Statewide	2007 - present
FL	Florida Statewide	2002 - present
HI	Hawaii Statewide	2008 - present
IA	Iowa Statewide	2006 - present
ID	Idaho Statewide	2006 - present
IL	Illinois Statewide	2001 - present
KY	Kentucky Statewide	1996 - present
KS	Kansas Jails	2015 - present
LA	Louisiana Statewide	2002 - present
MD	Maryland Statewide	2000 - present
MI	Michigan Statewide	1999 - present
MN	Minnesota Statewide	2001 - present

<b>STATE</b>	<b>VINE SERVICE</b>	<b>SINCE</b>
MO	Missouri Statewide	2001 - present
MS	Mississippi Statewide	2007 - present
NC	North Carolina Statewide	1998 - present
ND	North Dakota Statewide	2008 - present
NE	Nebraska Statewide	1998 - present
NJ	New Jersey Statewide	2004 - present
NM	New Mexico Statewide	2009 - present
NV	Nevada Statewide	2010 - present
NY	New York City Department of Corrections	1998 - present
NY	New York State Jails	1998 - present
NY	New York State Department of Correctional Services	1998 - present
OH	Ohio Statewide	1998 - present
OK	Oklahoma Statewide	2006 - present
OR	Oregon Statewide	2001 - present
PA	Pennsylvania Statewide	(jails) 2007 - present (DOC) 2009 - present
RI	Rhode Island Statewide	2001 - present
SC	South Carolina Statewide	(DOC) 2000 - present (jails) 2008 - present
TN	Tennessee Jails	2008 - present
TX	Texas Statewide	2001 - present

STATE	VINE SERVICE	SINCE
UT	Utah Statewide	2003 - present
VA	Virginia Statewide	(DOC) 1999 - present (jails) 2006 - present
VT	Vermont Statewide	2008 – present
WA	Washington Statewide	2006 – present
WI	Wisconsin Statewide	(DOC) 1996 - present (jails) 2008 – present
WY	Wyoming Statewide	2006 - present

Appriss' VINE presence across the country is illustrated in the map below.



## **Appendix 2** **Appriss Approach to Exceeding BJA** **Standards**



BJA Standards	Meets or Exceeds	Appriss Approach and Benefits
<b>External Communication Method</b>	Exceeds	<p>Appriss' VINE product provides telephone, web, email, and telecommunications device for the deaf communication methods, as listed in the BJA standards. Appriss exceeds the BJA standards in that the VINE service also includes text notification to serve victims.</p> <p>In addition, the WV VINE solution offers features which exceed BJA standards including:</p> <ul style="list-style-type: none"> <li>• Immediate notification once Appriss receives data</li> <li>• Confirmation of telephone and email notifications</li> <li>• Calling patterns configurable to customer preferences</li> <li>• Registrants are able to stop calls</li> <li>• Live operator support, 24/7/365</li> <li>• Provision of a Smartphone application which is available via an Apple or Android device</li> </ul>
<b>Reliability</b>	Exceeds	<p>Appriss has preventative measures to avert outage scenarios which exceed the BJA reliability standards. For example:</p> <ul style="list-style-type: none"> <li>• <b>Appriss Einstein Tool</b>- an application which monitors data feeds and Appriss' systems and services that process data. The tool gives real time updates when an agency is not able to send data and also assists in determining issue root cause.</li> <li>• <b>Appriss Maestro Tool</b>- identifies data feed issues immediately and seeks to automatically fix the issue. Has the ability to report issues instead of relying on data alarms.</li> </ul>
<b>Transmission Technologies</b>	Exceeds	<p>Appriss supports the transmission protocols referenced in the BJA standards. Appriss exceeds these standards by providing processes and standards that improve data integrity.</p> <p>Appriss' technology framework provides benefits such as:</p> <ul style="list-style-type: none"> <li>• Centralized control of interface timing</li> <li>• Execution problems reported immediately</li> <li>• Data alarms less relied upon</li> <li>• Supporting secure FTP or web services</li> </ul>

BJA Standards	Meets or Exceeds	Appriss Approach and Benefits
<b>Management Architecture</b>	Exceeds	<p>Appriss meets all BJA standards and exceeds management architecture guidelines in the following areas:</p> <ul style="list-style-type: none"> <li>• <b>Transaction Management</b> – Appriss analyzes customer data transmission patterns in order to detect operation outside of the norm. In this manner, Appriss is able to quickly identify potential problems and resolve.</li> <li>• <b>Transactional Integrity</b> – Appriss not only has a method of validating data integrity; Appriss also has a proven method of efficient recovery.</li> </ul> <p>Through Appriss' technology, the VINE solution provides rapid detection tools so that problems are detected within minutes of their occurrence. Appriss' tools offer benefits such as:</p> <ul style="list-style-type: none"> <li>• <i>Quick detection</i></li> <li>• <i>Less frequent false alarms</i></li> <li>• <i>Quick resolution</i></li> </ul>
<b>Data Types</b>	Exceeds	<p>The VINE solution incorporates the 4 key data types outlined in the BJA standard and over 100 other data types that have proven necessary to provide victim notification services throughout the country.</p>
<b>Data Exchange</b>	Exceeds	<p>See security measures which exceed the BJA guidelines (mandatory requirement #1, desirable item C).</p>
<b>Information Sharing Standards</b>	Meets	<p>Appriss supports all BJA Information Sharing Standards. Appriss supports data exchanges which comply with the U.S. Department of Justice Global Justice XML Data Model (GJXDM) and National Information Exchange Model (NIEM) standards. The VINE system also conforms to the National Association of State Chief Information Officers (NASCIO) Concept for Operations for Integrated Justice Information Sharing.</p>
<b>Participating System Interfaces</b>	Meets	<p>Appriss complies with all BJA Participating System Interfaces standards. Appriss has a history of successfully interfacing with many different RMS, JMS, and CMS vendors across the country. Appriss has developed over 5,000 interfaces for more than 3,000 criminal justice agencies nationally.</p>

BJA Standards	Meets or Exceeds	Appriss Approach and Benefits
<p><b>Security</b></p>	<p>Exceeds</p>	<p><b>Encryption</b>                      Encryption is utilized throughout the company where confidential data is stored and transmitted. Solutions include: Secure File Transfer Protocol (SFTP), SSL (128-256bit encryption) for online channels, and FIPS 140-2 encryption. Hard disk encryption for laptops and servers includes: column level encryption for some databases, and certificates for remote login.</p> <p><b>Anti-Virus</b>                      All Windows production systems have anti-virus installed and running at reboot to assure viruses and malware is not present. Detected malware is removed.</p> <p><b>Authentication</b>                      Appriss requires all employees to participate in security awareness training. Training includes, but is not limited to: technical course work, attendance at industry conferences, and participation in industry working groups.</p> <p>All associates are trained at least annually regarding the policies for Information Security and the privacy of confidential data. Once every two years, all employees with access to Government systems are required to take the CJIS online training.</p> <p>Internal training elements include, but are not limited to:</p> <ul style="list-style-type: none"> <li>○ Data Security Laws and Regulations</li> <li>○ Password Management</li> <li>○ Viruses and Malware</li> <li>○ Mobile Data</li> <li>○ Physical Security</li> <li>○ Social Engineering</li> <li>○ Phishing</li> <li>○ Incident Response</li> <li>○ Acceptable Use Policy</li> <li>○ HIPAA, Privacy</li> </ul> <p><b>Password Security</b>                      Appriss' password security for VINE adheres to CJIS requirements, requiring a minimum of eight characters, with one upper case, one lower case, one number and one special character. The first time a user logs into the system, they are required to change their password to one that adheres to the aforementioned specification.</p>

## **Appendix 3 VINE Service Agreement**







## VINE® Service Agreement

Agreement No. \_\_\_\_\_

Date: \_\_\_\_\_

**BETWEEN:**

**Appriss Inc.**

**10401 Linn Station Rd., Suite 200**

**Louisville, KY 40223-3842**

**CUSTOMER:**

I. **Appriss Inc.** (the “Service Provider” or “Appriss”) hereby agrees to provide victim notification services known as the VINE® Service as described herein (the “Services”).

A. The Services will be provided to: \_\_\_\_\_ (the “Customer”). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions hereinafter set forth herein.

B. The Services will be provided in connection with the following sites:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. This Agreement shall be effective as of \_\_\_\_\_, 2015, and continue for \_\_\_\_\_ ( ) consecutive months. Billing of ‘Recurring Operational Fees’ shall not effect the Service Agreement renewal date.

# **VINE<sup>®</sup> Service Agreement**

**II. Description of Services.** VINE<sup>®</sup> Service - Subject to the conditions and limitations contained herein, the Service Provider shall:

A. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.

The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.

B. Dedicate a special telephone number for the Customer's use of the VINE Service Center.

C. Process incoming and outgoing victim calls.

1. *Victim notification calls only occur after the Customer manually enters the required data into the Customer's automated system which creates a file with the required data that is transmitted to the VINE Data Center.*

2. *Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.*

3. After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of consultant to assist in this work.

D. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the "CFC").

# VINE® Service Agreement

**III. Supplies and Materials.** The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community. The creation of print, radio and television PSAs is included in the fees.

A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.

1. At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.

B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.

1. Appriss will provide a tailored version of our stock television PSA at no additional charge.

2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

**IV. Fees and Commissions.** Prior to this Agreement being valid, and service to begin:

A. The Service Provider must receive a purchase order from the Funding Source (as defined in Appendix A hereto) to cover the following fees.

B. The Customer billing contact information and Funding Source contact information must be provided on Appendix A (attached).

1. Recurring Operational Fees. These fees cover:

- a) The annual cost of operating and supporting the VINE Service
- b) Hardware and proprietary software (the "VINE Software") used to power VINE
- c) All incoming and outgoing calls
- d) 24 hour monitoring of the service
- e) The cost of transmitting all data

The operational fees for the VINE Service will be \$ \_\_\_\_\_ per year.

Invoices not paid within 30 days of the date of invoice will be assessed a finance charge of 1% per month.

**V. Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer's request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate of \$100.00/hour.

# VINE® Service Agreement

**Booking System Interface Changes.** All work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate for performance of additional services as noted in section VII above. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

**VI. Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider's sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

**Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

**VII. Intellectual Property Indemnification.** The Service Provider hereby agrees to indemnify, hold harmless and defend the Customer, its affiliates, subsidiaries, officers, directors, employees, independent contractors and agents from and against all claims, liabilities, losses,

## **VINE<sup>®</sup> Service Agreement**

expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "liabilities") asserted by any third party against the Customer to the extent such liabilities result from the infringement by the VINE Software of any third party's trade secrets, trademarks, copyrights, or patents issued as of the date of this Agreement; provided that the Customer (i) promptly notifies the Service Provider of any third party claim subject to indemnification hereunder, (ii) gives the Service Provider the right to control and direct the preparation, defense and settlement of any such claim and (iii) gives full cooperation to the Service Provider for the defense of same.

The foregoing provisions shall not apply to any infringement arising out of: (i) use of the VINE Software other than in accordance with applicable documentation or instructions supplied by the Service Provider or for other than the Customer's internal purposes; (ii) any alteration, modification or revision of the software not expressly authorized in writing by the Service Provider; or (iii) the combination of the software with materials not supplied by the Service Provider.

In case any of the software or any portion thereof is held, in any such suit to constitute infringement, the Service Provider may within a reasonable time, at its option, either (i) secure for the Customer the right to continue the use of such infringing item; or (ii) replace, at the Service Provider's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

## **VINE<sup>®</sup> Service Agreement**

**VIII. Confidentiality.** The Service Provider shall not disclose or remarket to any person, firm or entity any Confidential Information without the Customer's express, prior written permission; provided, however, that notwithstanding the foregoing, the Service Provider may disclose Confidential Information to the extent that, on the advice of Service Providers' counsel, it is required to be disclosed pursuant to a statutory or regulatory provision or court order.

"Confidential Information" means all documents, reports, data, records, forms and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Service Provider at the time of disclosure by the Customer; (ii) is or becomes publicly known through no wrongful act of the Service Provider; (iii) is independently developed by the Service Provider without benefit of the Customer's Confidential Information; (iv) is received by the Service Provider from a third party without restriction and without a breach of an obligation of confidentiality; (v) information that the Service Provider is required to publish or may use under this Agreement; or (vi) information that is public information.

**IX. Liability Limit.** The Service Provider's total liability to the Customer shall be limited to direct damages in an amount not to exceed the total amount paid by the Customer for the Services during the 12 months immediately preceding the loss. The foregoing remedy is the Customer's sole and exclusive remedy. The Service Provider shall not be liable to the Customer for any special, incidental, or consequential damages even if the Service Provider has knowledge of the possibility of such loss or damage. The Service Provider will not be responsible for failure to provide software or Services if due to any cause or condition beyond the Service Provider's control.

**X. Force Majeure.** The Service Provider shall not bear any liability or responsibility whatsoever to any other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or the public enemy, restrictions, limitations or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts, inability to obtain necessary materials, goods, services, utilities or labor, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Service Provider, and any such failure or delay due to said causes or any of them.

**XI. Intentionally Omitted.**

# **VINE® Service Agreement**

**XII. Intentionally Omitted.**

**XIII. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

**XIV. Assignment.** This Agreement shall bind and inure to the benefit of the Service Provider's successors and assigns. The Customer may not assign its rights, duties, or obligations under this Agreement without prior written consent of the Service Provider.

**XV. Intentionally Omitted.**

**XVI. Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be \_\_\_\_\_, who can be reached at telephone number \_\_\_\_\_, or via email at \_\_\_\_\_.

*Signature Page follows*

# VINE® Service Agreement

**APPRISS INC. BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joshua P. Bruner

Name

\_\_\_\_\_  
President – Government Division

Title

*Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.*

**CUSTOMER BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**APPRISS INC.  
SERVICE AGREEMENT - APPENDIX A**

**Customer:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_  

**Street Address**

\_\_\_\_\_

<b>City</b>	<b>State</b>	<b>Zip</b>
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**Finance Contact:** \_\_\_\_\_

<b>Name</b>	<b>Title</b>
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**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail :** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_  

**Street Address**

\_\_\_\_\_

<b>City</b>	<b>State</b>	<b>Zip</b>
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**Finance Contact:** \_\_\_\_\_

<b>Name</b>	<b>Title</b>
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**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Date funds to be received from Funding Source:** \_\_\_\_\_

**Mail payments to:  
APPRISS INC.  
10401 LINN STATION RD  
SUITE 200  
LOUISVILLE, KY 40223-3842**

**Questions and correspondence related to billings and/or payments may be directed to:**

**Erin Combs  
Client Relationship Manager  
Appriss Inc.  
10401 Linn Station Road, Suite 200  
Louisville, KY 40223-3842  
800-815-5820  
502-815-5696 fax  
[ecombs@appriss.com](mailto:ecombs@appriss.com)**

## **Appendix 4** **Proposed Exceptions to RFQ**



Appriss respectfully proposes to negotiate the items below, should Appriss be selected as the provider of the Victim Information and Notification System.

RFQ Reference	RFQ Language	Proposed Language	Justification
<p><b>GENERAL TERMS AND CONDITIONS</b>                      Item number 26</p>	<p><b>26. WARRANTY:</b> 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.</p>	<p>Appriss proposes to strike this clause in its entirety in favor of our standard service agreement, referenced below.</p> <p><del><b>26. WARRANTY:</b> 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.</del></p> <p><b>VI. Warranty.</b> The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider’s sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.</p> <p><b>Ownership of Intellectual Property; Licenses.</b> The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the “Intellectual Property”) in connection</p>	<p>Appriss’ standard service agreement includes warranty language (page 72 of this RFP response, Appendix 3, Section VI) which is representative of the proposed Software-as-a-Service (SaaS) VINE product. The West Virginia terms are tailored to the purchase of a custom software solution rather than the SaaS software licensing and delivery model proposed by Appriss.</p>

RFQ Reference	RFQ Language	Proposed Language	Justification
		<p>with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.</p> <p>Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.</p>	

RFQ Reference	RFQ Language	Proposed Language	Justification
<p><b>GENERAL TERMS AND CONDITIONS</b>                      Item number 29</p>	<p><b>29. PRIVACY, SECURITY, AND CONFIDENTIALITY:</b> 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” policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Polices and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a></p>	<p>Appriss proposes the addition of language shown below in red.</p> <p><b>29. PRIVACY, SECURITY, AND CONFIDENTIALITY:</b> <u>The</u> Vendor agrees that, <u>except as set forth in the Vendor’s Service Agreement (attached as Appendix 3),</u> 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” policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Polices and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a></p>	<p>Appriss proposes the addition of language to reflect our service agreement (which is enclosed in this RFQ response as Appendix 3).</p> <p>Appriss requests the ability to use the data in connection with the VINE service while offenders are within the VINE service window (which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.</p>

RFQ Reference	RFQ Language	Proposed Language	Justification
<p><b>GENERAL TERMS AND CONDITIONS</b>                      Item number 44                      (proposed)</p>	<p>None</p>	<p>Appriss proposes the addition of the clause below in red.</p> <p><b><u>44. Vendor's Standard Service Agreement (attached hereto as Appendix 3) shall be incorporated by reference. In the event of a conflict between this Contract and the Vendor's Standard Service Agreement, this Contract shall govern.</u></b></p>	<p>Appriss proposes the addition of our standard service agreement (enclosed as Appendix 3).</p>