



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 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1403515	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0802
Vendor ID: VC0000017481	SO Doc ID: DMV2400000004
Legal Name: PRO-VISION SOLUTIONS LLC	Published Date: 6/6/24
Alias/DBA:	Close Date: 6/11/24
Total Bid: \$26,913.00	Close Time: 13:30
Response Date: 06/11/2024	Status: Closed
Response Time: 10:35	Solicitation Description: 36 On-Body Worn Camera Systems for CDL Examiners
Responded By User ID: provision	Total of Header Attachments: 2
First Name: Greg	Total of All Attachments: 2
Last Name: Buckner	
Email: bids@provisionusa.com	
Phone: 800-576-1126	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	36 On-Body Worn Camera Systems for CDL Examiners	36.00000	EA	743.000000	26748.00

Comm Code	Manufacturer	Specification	Model #
45121500			

Commodity Line Comments:

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Warranty and Support - Year 1	1.00000	YR	55.000000	55.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: \$55/month. Pricing for 3.1.2 line items is for unlimited cloud storage and data plan for cameras under 3.1.2.4 & 3.1.2.5. No extra cost for 3-year warranty and phone & email tech support.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Warranty and Support - Year 2 Optional	1.00000	YR	55.000000	55.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: \$55/month. Pricing for 3.1.2 line items is for unlimited cloud storage and data plan for cameras under 3.1.2.4 & 3.1.2.5. No extra cost for 3-year warranty and phone & email tech support.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Warranty and Support - Year 3 Optional	1.00000	YR	55.000000	55.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: \$55/month. Pricing for 3.1.2 line items is for unlimited cloud storage and data plan for cameras under 3.1.2.4 & 3.1.2.5. No extra cost for 3-year warranty and phone & email tech support.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1403515			Reason for Modification: ADDENDUM NO_1 Vendor Questions and Responses Revised Specifications
Doc Description: 36 On-Body Worn Camera Systems for CDL Examiners			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-06-06	2024-06-11 13:30	CRFQ 0802 DMV2400000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VC0000017481
Vendor Name : Pro-Vision Solutions, LLC.
Address : 8625
Street : Byron Commerce Drive SW
City : Byron Center
State : MI **Country :** United States **Zip :** 49315
Principal Contact : Greg Buckner
Vendor Contact Phone: (800) 576-1126 **Extension:** 2330

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Greg Buckner* **FEIN#** 81-0623979 **DATE** 6/10/24

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:
 The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish a contract for the one-time purchase of Thirty-Six (36) on-body worn camera systems with ancillary equipment, warranty, and support. Per the bid requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200		DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE S.E.	
CHARLESTON	WV	SUITE 50 CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	36 On-Body Worn Camera Systems for CDL Examiners	36.00000	EA	\$743.00	\$26,748

Comm Code	Manufacturer	Specification	Model #
45121500	Pro-Vision Solutions, LLC.	3.1.1.	Bodycam 4 (4G Model)

Extended Description:
 36 On-Body Worn Camera Systems for CDL Examiners

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200		DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE S.E.	
CHARLESTON	WV	SUITE 50 CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Warranty and Support - Year 1	1.00000	YR	\$55/month	\$23,760

Comm Code	Manufacturer	Specification	Model #
72154200	Pro-Vision Solutions, LLC.	3.1.2	SecuraMax Cloud: Unlimited 3-Year Plan with 4G Data

Extended Description:
 36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200		DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE S.E.	
CHARLESTON	WV	SUITE 50 CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Warranty and Support - Year 2 Optional	1.00000	YR	\$55/month	\$23,760

Comm Code	Manufacturer	Specification	Model #
72154200	Pro-Vision Solutions, LLC.	3.1.2	SecuraMax Cloud: Unlimited 3-Year Plan with 4G Data

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CHARLESTON	WV	SUITE 50 CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Warranty and Support - Year 3 Optional	1.00000	YR	\$55/month	\$23,760

Comm Code	Manufacturer	Specification	Model #
72154200	Pro-Vision Solutions, LLC.	3.1.2	SecuraMax Cloud: Unlimited 3-Year Plan with 4G Data

Extended Description:
36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2024-05-30



State of West Virginia
Department of Administration – Purchasing Division
2019 Washington Street East
Charleston, WV 23305

RE: 36 On-Body Worn Camera Systems for CDL Examiners

To whom it may concern:

Thank you for the opportunity to help your CDL examiners by providing the best body-worn camera and cloud storage solution in response to your bid request: the Pro-Vision Bodycam 4 body-worn camera paired with our SecuraMax Cloud evidence management solution.

All required documentation outlined in the bid document has been included in the following packet. Within this response, you will find that our system specifications exceed the requested specifications.

By exceeding expectations, Pro-Vision not only decreases the long-term expenditures of your agency, but also ensures the success of our mission to maximize the value of every dollar spent with our company. We do that by providing our users with dependable and easy-to-use safety solutions, backed by the absolute best customer and technical support in the industry.

The bid document has been read, reviewed and is fully understood. Pro-Vision will provide full turn-key solutions to the State of West Virginia, which includes high-definition body-worn cameras, unlimited CJIS-compliant cloud storage, solution deployment, training, and lifetime support by phone and email at no extra cost.

From the front office to the back dock, our team at Pro-Vision is committed to providing the State of West Virginia with the absolute best video and software solutions in response to this RFP.

Regards,

A handwritten signature in black ink that reads 'Greg Buckner'.

Greg Buckner

Bid & Proposal Manager

Pro-Vision Video Systems

Phone: (800) 576-1126 Ext. 2330

Email: greg.buckner@provisionusa.com

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COMPANY OVERVIEW

Qualification & Experience Summary

Founded in 2003, Pro-Vision has been a manufacturer and supplier of dependable law enforcement solutions since entering the law enforcement video market in 2011. Today, Pro-Vision is a full-service video solution manufacturer and software developer, providing a complete line of products designed to protect those who serve.

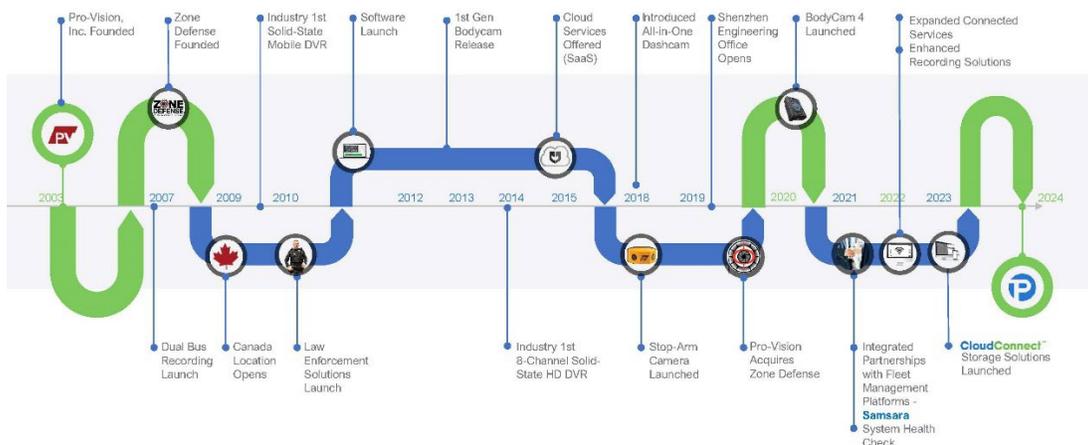
We realize that budget and resources come in different sizes. We continually invest in research and development to not only provide quality products that last, but to also ensure our designs allow for a modular approach that allow our customers to get the equipment they need today – all while still being able to add more as resources allow.

Our customers have been a valuable resource in our designs, working as true partners by providing insight on which new solutions and features they need based on their field experiences, including:

- 2011: In-car dashboard video recording system released
- 2013: Launched Bodycam® brand of body-worn cameras with BC-100
- 2014: Interview room video system released
- 2016: Bodycam® BC-300 body-worn camera released
- 2016: SecuraMax™ evidence management solution released
- 2019: SecuraMax™ advanced video redaction tool released
- 2020: Bodycam® 4 body-worn camera released
- 2021: 900 Series™ hybrid HD in-car system released
- 2023: New version of 900 Series™ hybrid HD in-car system released

As you can see, we have not only been providing the types of services described in this RFP since 2011, we have a substantial track record of innovation when it comes to our solutions.

History of Growth





Company Profile

Founded in 2003, Pro-Vision is a leading video technology solutions provider trusted by thousands of organizations in more than 50 countries. Pro-Vision solutions include body-worn cameras, in-car & interview room video recording systems, data management and cloud-based storage solutions.

Pro-Vision has one simple goal in mind: design intelligent hardware and software systems that are reliable and rugged; providing solutions conducive to every budget. Pro-Vision has a proven reputation for providing innovative solutions backed by customer service that goes above and beyond industry standards. This includes free lifetime technical support by toll-free phone or email.

The majority of our staff works directly out of our U.S. headquarters at 8625 Byron Commerce Drive SW in Byron Center, Michigan. This includes:

- Company Leadership
- Administrative & Financial
- Engineering – Product & Software Development
- Sales Representatives
- Customer Service
- Production & Order Fulfillment
- Marketing
- Sales Support

Additionally, our regional sales representatives located across the country provide the hands-on support our clients deserve with a dedicated account manager, on top of the support from our home office staff.

Our company has a proven track record of strong financial performance, especially in regards to the struggles many companies faced during the COVID-19 pandemic. These are a few metrics that showcase our financial and supply chain resources in relation to providing the services outlined in this RFP:

- Revenue growth in all quarters of 2021-2023 and Q1 of 2024
- Strong working capital position and supply chain.
- Maintained all employees throughout the pandemic to support our client base. No interruption to investments in hardware and software engineering.

As you can see, Pro-Vision not only has the resources and manpower to easily provide the services under this RFP from day one, but also the ability to support your department long after the completion of the initial project.

Personnel Overview

Account Manager

Rich Black – Regional Sales Manager – Public Safety Division

Phone: (585) 401-7444

Email: rich.black@provisionusa.com

Upper Management Point-of-Contact

Dalila Edwards – Director of Sales – Public Safety Division

Phone: (800) 576-1126

Email: Dalila.edwards@provisionusa.com

Software Deployment & Training

Nate Jones – Product Technician

Phone: (800) 576-1126 Ext. 4050

Email: nathan.jones@provisionusa.com

Technical Support Lead

Bryce Rozelle – Technical Support Manager

Phone: (800) 576-1126 Ext. 4040

Email: bryce.rozelle@provisionusa.com

General Technical Support

Multiple Contacts

Phone: (800) 576-1126 Ext. 4990

Email: support@provisionusa.com

References

1. Vermont Department of Corrections

280 State Drive

NOB 2 South

Waterbury, VT 05671

Contact: Jodi Barriere

Phone: (802) 585-5912

Email: jodi.barriere@vermont.gov

Project Description: Deployment of 300 Bodycam 4 and SecuraMax Cloud bundles.

2. Maine Correctional Center

17 Malison Falls Rd.

Windham, ME 04864

Contact: Dave Porter

Phone: (207) 893-7000

Email: david.porter@maine.gov

Project Description: Deployment of 98 Bodycam 4 units and 150 SecuraMax Cloud software licenses.

3. Lorain County Sheriff's Office

9896 Murray Ridge Rd.

Elyria, OH 44035

Contact: Daniel Ashdown

Phone: (440) 329-3767

Email: dashdown@loriancountysheriff.com

Description of Project: Deployment of 65 Bodycam 4 units and SecuraMax Cloud. Also deployed 14 in-car systems.

PROPOSED SOLUTION

Body-Worn Camera Solution Overview – Bodycam 4

Bodycam 4 from Pro-Vision is intelligently designed to function as a stand-alone system or integrated with in-car and interview room recording systems and our secure evidence management solution, SecuraMax Cloud. Here are some of the high-level features, functions and system capabilities:

- Full-shift battery to ensure your camera is ready to work as hard as you do.
- Configurable recording options to fit your needs including continuous, pre-event and automatic options.
- Bodycam 4 can be auto-activated by another Bodycam 4 or Hybrid In-Car System within a 30-foot range.
- Integrated GPS for accurate location data.
- 64GB of Secure Non-Removable Internal Storage protects the integrity of your video evidence and provides the space needed to record a full shift's worth of events.
- IP68 waterproof rating to ensure your camera is ready to perform in any environment.
- Live stream from the field through 4G or wi-fi connection.
- Automatic Recording Options keep your focus on the situation at hand with multiple options for automatic recording triggers, such as blue light activation or other configurable triggers.
- RFID Login allows for easy sharing of Bodycam 4 to conserve resources, while our modular device-based licensing allows departments to get the equipment they need today while still being able to add more as resources allow.
- Save time with easy dock-and-load technology that automatically uploads your video to the cloud and charges the camera when Bodycam 4 is docked.
- Store your video on SecuraMax Cloud, a CJIS-compliant solution designed to put you in complete control of your video evidence.
- Save time with an intuitive interface and auto transfer options that help you quickly upload, manage, access and store your video evidence in one secure location.



Bodycam 4 Detailed Specifications

- Resolution: 1080p HD
- Field of View: 140°
- Storage: 64GB Non-Removable Storage
- Audio Recording: Yes
- Night Vision: Yes, Sony IMX Image Sensor
- Built-in 4G and Wi-Fi modems
- Auto Activation: Yes, by Bodycam 4 and Hybrid In-Car Systems Within 30 Feet
- Integrated GPS
- Battery Life: 14 Hours
- Replaceable Battery
- Pre and Post-Event Recording: Yes to Both, Configurable
- Water and Dust Resistance: Rated IP68
- Operating Temperature: -22°F (-30°C) to 140°F (60°C) with relative humidity between 40-80%
- H.265 Video Compression Technology



Video Evidence Storage/Management Solution Overview – SecuraMax Cloud



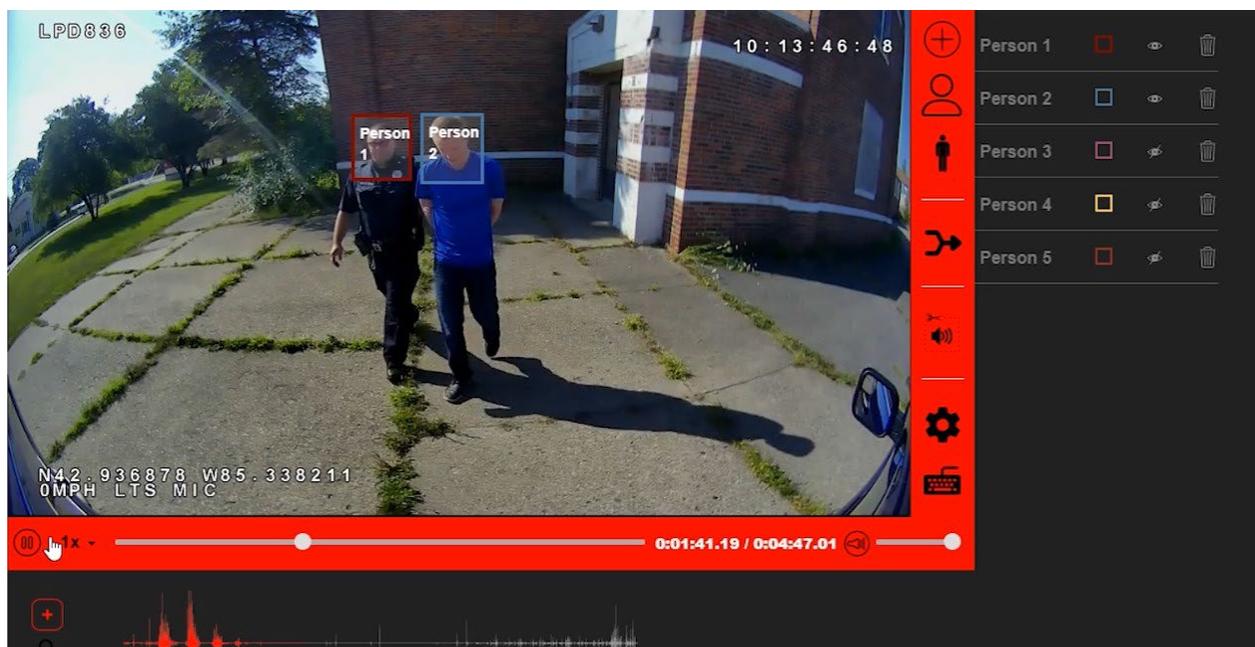
SecuraMax Cloud Evidence Management Solution is designed to answer data management challenges with a secure, automated, turn-key digital evidence management solution. SecuraMax is a CJIS-compliant solution hosted on the secure Microsoft® Azure® Government Cloud platform. Here are some of the high-level features, functions and system capabilities:

- Collect video and images and manage it all in one secure platform.
- Whether inside or outside your organization, SecuraMax allows files to be securely shared while recording who accessed each file.
- With third-party data storage security assurance from ISO 27001, FedRAMP, SOC 2, and PCI Level 1, our partnership with Microsoft® ensures reliable, secure storage for all of your media files.
- Live stream footage from Bodycam 4 when camera is connected to 4G or wi-fi.
- Accommodating a variety of personnel needs and degrees of administrative or viewing privileges, SecuraMax makes role customization simple and allows you to meet the unique needs of your organization.
- Spend more time on the job and less time managing files by tagging or applying retention cycles to multiple files at the same time.
- With the optional Advanced Video Redaction Tool, faces are automatically detected and tracked, even in motion, saving precious time in preparing video to meet Freedom of Information Act (FOIA) requests.
- Advanced file hashing technology provides a secure digital fingerprint to deter and identify any tampering, ensuring chain-of-custody for all stored files.

Video Evidence Redaction Service Overview – SecuraMax Cloud Advanced Redaction

As part of our SecuraMax Cloud software package, our SecuraMax Advanced Redaction License is required to perform video redaction in SecuraMax. We have provided one redaction license free of charge.

- Redact video right in the SecuraMax Cloud platform.
- Automatically detects and tracks faces for redaction.
- Save time redacting video for FOIA requests.
- Does not require additional hardware or software.



Specifications Responses

Specification Requirement	Vendor Response
3.1.1: Contract Item #1 is for total of 36 on-body camera worn systems with the following requirements.	Yes, we have proposed 36 bod-worn cameras.
3.1.1.1: Contract Item #1 is for on-body camera systems that include single bay docking stations for each camera and all required ancillary equipment for camera to operate as advertised.	Yes, each camera will include a single-camera docking station, mounting clip and all required hardware.
3.1.1.2: Contract Item # 1 must have real-time GPS and live-streaming capabilities for examiners requiring remote support.	Yes, our offer includes body-worn cameras with built-in GPS and are capable of live streaming through our SecuraMax Cloud software platform through quoted 4G data plan.
3.1.1.3: Contract Item #1 must have licensing for (3) DMV Administrators and (33) Examiner Camera Licenses.	Yes, our offer includes 36 total cameras and user licenses for our cloud software platform.
3.1.1.4 Contract Item #1 must have own Cloud based storage solution that provides streamlined sharing and reviewing tools as well as case summaries that are configurable with retention categories for training purposes and investigations.	Yes, our offer includes our SecuraMax Cloud solution for CJIS-compliant cloud storage of files. Yes, users can securely share files from SecuraMax Cloud with configurable settings for things like retention categories.
3.1.2.: Contract #2 is for warranty and support requirements for a three (3) year period.	Yes, our offer is based off a 3-year term.
3.1.2.2 Contract Item # 2 must have on-site vendor set-up, configuration, and training.	Yes, our offer includes initial on-site training and setup for no additional cost.
3.1.2.3 Contract Item #2 must have a dedicated 24/7 access to vendor's technical support team.	Tech support by phone and email included for life at no additional cost. Operational hours are 8 a.m.- 7 p.m. (EST).
3.1.2.4 Contract Item #2 must include quote for unlimited storage of Camera assets for full three (3) year period from implementation.	Yes, our offer includes unlimited cloud storage for 3 years.
3.1.2.5 Contract Item #2 must include quote for L TE, SIM cards and data plan subscription to support Live-Streaming of cameras.	Yes, we have included 2GB of Verizon 4G data per camera per month with our SecuraMax Cloud offer.

COST PROPOSAL

Qty. 36 of Body-Worn Camera

Product Description	Includes	Cost Per Unit	Total Cost
Bodycam 4 (4G Model) (Qty. 36)	<ul style="list-style-type: none"> • Bodycam 4 4G model unit • Garment Mounting Clip • Single-Camera Docking Station • 3-year warranty 	<ul style="list-style-type: none"> • \$743 	<ul style="list-style-type: none"> • \$26,748

Qty. 36 of SecuraMax Cloud Unlimited Plan with 4G Data

Product Description	Includes	Cost Per Unit	Total Cost
SecuraMax Cloud: Unlimited 3-Year Plan with 4G Data (Qty. 36)	<ul style="list-style-type: none"> • User license for each Bodycam 4 for unlimited upload of video to SecuraMax Cloud • Includes 2GB of Verizon 4G data per month per camera for live view (all data pooled between cameras) • Includes initial deployment & training 	<ul style="list-style-type: none"> • \$55/month 	<ul style="list-style-type: none"> • \$71,280

Qty. 1 of Advanced Redaction License

Product Description	Includes	Cost Per Unit	Total Cost
SecuraMax Cloud Advanced Redaction License (Qty. 1)	<ul style="list-style-type: none"> • User license to perform advanced redaction in SecuraMax Cloud 	<ul style="list-style-type: none"> • \$0 	<ul style="list-style-type: none"> • \$0

Total Cost Breakdown

Product Description	Includes	Total Cost
Pro-Vision Hardware, Software & Deployment	<ul style="list-style-type: none"> Qty. 36 of Bodycam 4 (4G Model) Qty. 36 of SecuraMax Cloud: Unlimited 3-Year Plan with 4G Data Qty. 1 of SecuraMax Cloud Advanced Redaction License 	<ul style="list-style-type: none"> \$98,028
Pro-Vision Shipping & Handling	<ul style="list-style-type: none"> \$0 	
Sales Tax	<ul style="list-style-type: none"> \$0 (Tax Exempt) 	
TOTAL COST OF PROPOSAL		
\$98,028		

APPENDIX

Deployment & Training Agenda: Bodycam 4 & SecuraMax Cloud

To help the department properly implement the proposed solutions and train staff on operation, we have proposed initial on-site deployment and training with your staff, included at no extra cost.

Bodycam 4 Operation Training Outline

1. Video Recording
2. Capturing Photos
3. Audio Recording
4. Playback
5. Button Functionality
6. Status Indicators
7. Standby Mode vs Pre-Event Recording
8. Covert Mode
9. Camera Reboot
10. Video Record Settings
11. System Settings

SecuraMax/FOIA Request Training Outline:

1. Basic Login
2. Users & Permissions
3. Case/Category Management
4. Secure Sharing
5. Retention Policies
6. Reports

Redaction Software Training Outline

1. Redaction seat
2. User/permissions
3. Settings/options
4. Compare basic to advanced redaction functions
5. Basic Redaction Overview
6. Advanced Feature Overview
7. Automated vs manual
8. Audio redaction

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General’s office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General’s office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 www.state.wv.us/admin/purchase/privacy.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

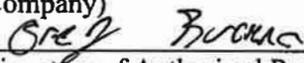
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Greg Buckner - Bid & Proposal Manager
(Address) 8625 Byron Commerce Drive SW, Byron Center, MI 49315
(Phone Number) / (Fax Number) (800) 576-1126 Ext. 2330
(email address) greg.buckner@provisionusa.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pro-Vision Solutions, LLC.

(Company) _____

(Signature of Authorized Representative) _____
Greg Buckner - Bid & Proposal Manager
(Printed Name and Title of Authorized Representative) (Date) _____
(800) 576-1126 Ext. 2330
(Phone Number) (Fax Number) _____
greg.buckner@provisionusa.com
(Email Address) _____

SOLICITATION NUMBER: CRFQ DMV2400000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DMV2400000004 (“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

Additional Documentation:

Bid Opening remains 06/11/2024 at 1:30pm

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.

**CRFQ 0802 DMV2400000004
ON-BODY WORN CAMERA SYSTEMS**

Vendor Questions and Agency Response

Q1. For live streaming, assuming 4G is required but is wi-fi capability also preferred?

A1. 4G required, wi-fi capability needed when 4G is not available.

Q2. For 3.1.2.2, can you provide more info on the exact DMV cloud management systems that will need to be configured with the system?

A2. Cloud management/storage system would be provided by the vendor. Contract Item #2 3.1.2.6 states "must include quote for unlimited storage of Camera assets for full three (3) year period from implementation"

Q3. Are any redaction licenses needed, and how many if so?

A3. Two licenses needed.

Q4. Will the Division accept electronic proposal submittals via wvOASIS?

A4. Yes

Q5. Can the Division confirm the expected length of the proposed contract? Is the duration of the contract anticipated not to extend beyond one year, as the General Terms and Conditions state OR is the contract term for a base of one year plus 2 options for a total of three years?

A5. Contract will be for a period of one year with the option to renew for up to 2 years.

Q6. Is this to be a Cloud-based solution or On Premise?

A6. Cloud-based solution is acceptable and should be a part of the vendor quote.

Q7. Can the questions deadline be pushed back a few days?

A7. No, the deadline for questions has already expired.

Q8. In regards to CRFQ-0802-DMV2400000004-1, what cloud solution are they using for the "DMV cloud management system"?

A8. Camera systems cloud management system will not be the DMV system. The DMV cloud management system will only be used when a file needs to be pulled from vendor system and stored on the DMV system for FMCSA or NTSB review of a specific test.

Q9. Section 3.1.1.3: "On-body camera systems must have licensing for (3) DMV Administrators and (33) Examiner Camera Licenses:" Is this just for reviewing of video or what is this section referring to?

A9. It is assumed that package must have a license for each camera unit set.

Q10. - in addition, the single bay docking station is called out in the bid, we need information whether these 36 cameras will be deployed on a single location or multiple locations, if multiple locations there will be multiple NVR depending on number of cameras.

A10. Cameras will be deployed in multiple locations.

Q11. Section 3.1.1.4: must have streamlined sharing and reviewing tools as well as case summaries... Is this something that they wanted to do inside of a VMS Platform or in another system that they could link the video to? Does this system already exist in their organization or is it something that needs to be included in this quote?

A11. System does not currently exist and needs to be included in quote.

Q12. Section 3.1.2.5: Is there an estimation of how many hours per day that the body worn camera would be recording?

A12. This will vary depending on testing schedule. Estimate of NTE 7 hours per day and some days there will be no usage.

Q13. Section 3.1.1.1 - What is the system architecture? Is this a single site with 36 body cameras/docking stations?

A13. Multiple sites with each camera needing its own docking station.

Q14. Section 3.1.1.2 – To provide real-time GPS and live streaming, the end customer will need to purchase LTE, SIM cards and data plan. Live-Streaming is through certain Body Worn "live" platforms, which is a sperate paid subscription and requirements.

A14. A new section 3.1.2.5 has been added to cover a data plan.

Q15. Section 3.1.2.3 – 3-year warranty does not apply to lost or stolen body cameras. Is it acceptable that this is covered by the customer?

A15. Lost/Stolen language requirement will be removed from 3.1.2.3

REQUEST FOR QUOTATION
On Body Worn Camera Systems-CDL examiners

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish a contract for the one-time purchase of Thirty-Six (36) on-body worm camera systems with ancillary equipment, warranty, and support.
- 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 Item”** means Thirty-Six (36) Camera Systems that will be sold under this contract as more fully described by these specifications.
 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 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. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1 is for a total of Thirty-Six (36) on body camera worn systems with the following requirements.**
 - 3.1.1.1** Contract Item #1 is for on-body camera systems that include single bay docking stations for each camera and all required ancillary equipment for camera to operate as advertised.
 - 3.1.1.2** Contract Item #1 must have real-time GPS and live-streaming capabilities for examiners requiring remote support.
 - 3.1.1.3** Contract Item #1 must have licensing for (3) DMV Administrators and (33) Examiner Camera Licenses.
 - 3.1.1.4** Contract Item #1 must have own Cloud based storage solution that provides streamlined sharing and reviewing tools as well as case

**REQUEST FOR QUOTATION
On Body Worn Camera Systems-CDL examiners**

summaries that are configurable with retention categories for training purposes and investigations.

3.1.2 Contract #2 is for warranty and support requirements for a three (3) year period.

3.1.2.1 Contract Item #2 must have a dedicated 24/7 access to vendors Technical Support.

3.1.2.2 Contract Item # 2 must have on-site vendor set-up, configuration, and training.

3.1.2.3 Contract Item #2 must have a dedicated 24/7 access to vendors Technical Support Team.

3.1.2.4 Contract Item #2 must include quote for unlimited storage of Camera assets for full three (3) year period from implementation.

3.1.2.5 Contract Item #2 must include quote for LTE, SIM cards and data plan subscription to support Live-Streaming of cameras.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page. 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 Page to prevent errors in the evaluation.

5. PAYMENT:

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

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6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at: **WV DMV 5707 MacCorkle Ave. SE Charleston, WV 25317.**

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

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

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

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

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

7 VENDOR DEFAULT:

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

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On Body Worn Camera Systems-CDL examiners**

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMV240000004

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 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.

Pro-Vision Solutions, LLC.

Company



Authorized Signature

6/10/24

Date

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

BODYCAM® by PRO-VISION®

8625-B Byron Commerce Dr. SW
 Byron Center, MI 49315 USA
 P: 616.583.1520
 F: 616.583.1522
www.provisionusa.com

THREE YEAR LIMITED WARRANTY**BODYCAM Brand Products**

This warranty only applies to BODYCAM products originally purchased from BODYCAM (the company) after September 1st, 2020. For all other BODYCAM products, only the warranty in effect at the time the product was originally purchased from the company applies.

The company warrants that should any BODYCAM® brand product, under normal use and conditions, be proven defective in material or workmanship within one year after the date of original purchase of the product from the company (90 days on batteries), such defect(s) will be repaired by the company or the product replaced by the company with new or reconditioned product (at the company's option) without charge for parts or repair labor by the company. The repaired or replaced product will be returned by the company freight pre-paid via "ground" service.

To obtain repair or replacement within the terms of this warranty, the product must be delivered, transportation pre-paid by the warranty claimant, to the company's main office shown above, with written proof of warranty coverage (e.g.: company dated bill of sale or company approved dated bill of sale), serial number on product and written specification of defect(s). A Return Merchandise Authorization Number (RMA number) must be clearly marked on the exterior of the shipping container. A RMA number may be obtained by calling 800.576.1126. Failure to obtain a RMA number and to clearly mark that number on the exterior of the shipping container may cause your shipment to be refused by the company. In the event written proof of warranty coverage is not provided to company by claimant, warranty coverage will be determined by the company based on the product's serial number.

This warranty does not apply to any product or part thereof which, in the opinion of the company, has been damaged through alteration, improper installation, mishandling, misuse, neglect, or accident. Opening the housing of any product will void the warranty. Missing or illegible serial number will void the warranty. If a product is sent to the company for warranty evaluation without sufficient packing for product protection during shipping, warranty will be void. The extent of the company's liability under this warranty is limited to the repair or replacement provided above, and, in no event, shall the company's liability exceed the original purchase price paid to the company for the product. No technical support will be provided, and no warranty claims will be valid or provided under this warranty for any product unless: (a) the company has received full payment for such product and (b) claimant is not in default of any of its obligations to the company regarding any BODYCAM® product or company service.

This warranty is in lieu of all other express or implied warranties or liabilities. EXCEPT AS SPECIFIED IN THIS WRITTEN LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY THE COMPANY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. Any action for breach of this warranty must be filed within a period of 90 days after the date any claim for such breach first accrues. In no case shall the company be liable for any consequential or incidental damages for breach of any warranty. No person or representative is authorized to assume for the company any liability other than that expressed herein in connection with any product.

The company may modify these terms and conditions at any time by either providing any affected party with written notice or posting such revised terms on www.bodycameras.com. Such revised terms shall become effective 30 days after the date of such written notice or posting.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**Exhibit A - Pricing Page
On-Body Camera Systems RFQ**

Item	Item Description	Quantity	Unit Cost	Extended Price
3.1.1	On-Body Camera Systems	36	\$743.00	\$26,748.00
3.1.2	Warranty and Support	Year 1	\$55/month	\$23,760.00
3.1.2	Warranty and Support	Optional Year 2	\$55/month	\$23,760.00
3.1.2	Warranty and Support	Optional Year 3	\$55/month	\$23,760.00
			Total Cost	\$98,028.00

*VENDOR NOTE: Pricing for 3.1.2 line items is for unlimited cloud storage and data plan for cameras under 3.1.2.4 & 3.1.2.5. No extra cost for 3-year warranty and phone & email tech support.

Vendor should complete pricing page in its entirety.