



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

Request for Quotation

RFQ NUMBER
BPH11103

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		205-60		
<p>TO PROVIDE EMERGENCY NOTIFICATION SERVICES</p> <p>THE WV DEPT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, CENTER FOR THREAT PREPAREDNESS (CTP) IS SEEKING VENDOR QUOTATIONS FOR CONTRACTING OF A MANAGED SERVICE TO PROVIDE AUTOMATED NOTIFICATIONS OF PUBLIC HEALTH AND MEDICAL EMERGENCY CALLOUTS AND OTHER CRITICAL INFORMATION TO MEMBERS OF VARIOUS EMERGENCY AND HEALTH PREPAREDNESS RESPONSE TEAMS AND PUBLIC HEALTH PARTNERS THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS. THE CONTRACTOR MUST PROVIDE AN AUTOMATED NOTIFICATION SERVICE AND PRICING FOR THE SERVICES PROVIDED.</p> <p>TERM OF THE CONTRACT SHALL BE UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR PERIODS.</p> <p>SEE ATTACHED SPECIFICATIONS</p> <p>SUCCESSFUL VENDOR MUST SIGN THE ATTACHED NO DEBT AFFIDAVIT PRIOR TO AWARD. ALL VENDORS SHOULD SIGN AND INCLUDE THE FORM WITH THEIR BID.</p> <p>SUCCESSFUL VENDOR SHOULD SIGN THE ATTACHED WV-96 FORM. THE WV-96 SIGNATURE DATE MUST BE THE SAME OR LATER THAN THE BID DOCUMENT SIGNATURE DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>SUCCESSFUL VENDOR MUST PROVIDE ANY REQUIRED SOFTWARE LICENSE AGREEMENT(S) OR SIGN THE ATTACHED "NO OTHER TERMS" FORM PRIOR TO AWARD. ALL VENDORS SHOULD INCLUDE THE AGREEMENT(S) OR SIGNED FORM WITH THEIR BID.</p> <p>ANY QUESTIONS REGARDING TECHNICAL SPECIFICATIONS MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF: ROBERTA WAGNER, CPPB PURCHASING DIVISION, 2019 WASHINGTON ST., EAST CHARLESTON, WV 25305 OR FAX YOUR QUESTIONS TO: 304-558-4115 OR EMAIL THEM TO: ROBERTA.A.WAGNER@WV.GOV.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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02/09/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22----- RFQ. NO.:-----BPH11103----- BID OPENING DATE:-----3/10/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ BPH11103 ***** TOTAL: _____						

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Request for Quote (RFQ) BPH11103 Emergency Notification System

I. Introduction

The State of West Virginia, Department of Health and Human Resources (DHHR) Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) is seeking vendor quotations for contracting of a managed service to provide automated notifications of public health and medical emergency callouts and other critical information to members of various emergency and health preparedness response teams and public health partners throughout the State. The service must be capable of delivering messages throughout various communications mediums and provide the ability for volunteer coordinators from any of 55 local health agencies and the Center for Threat Preparedness to place inbound calls to the service. The successful bidder must have sufficient capacity to provide 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) management of the service with minimal interruption. The successful bidder must have 3 years minimum experience with rapid notification and must provide references upon request.

II. Background:

One of the critical capacity requirements of the Centers for Disease Control's (CDC) Public Health Emergency Preparedness initiative is to provide a method of rapid notification and communication for public health partners in an emergency. The type of emergency will determine who must be notified and what specific instruction must be given to a selected group. Because hundreds of personnel could potentially be involved in each notification, automation technology must be used to select who will be notified and what instructional message will be sent, to process and send the actual notification result. This will ensure that the appropriate personnel receive messages in a timely and efficient manner. West Virginia has been using a Rapid Notification System for over 5 years.

III. Mandatory Service Requirements:

The successful vendor will meet all mandatory requirements listed below:

- A. In addition to the notification requirements described above, the service selected will also serve as the emergency alerting vehicle for the West Virginia Rapid Emergency Deployment Information System (WVREDI), the state's health and medical emergency credentialing system as well as for dissemination of important alerts and warnings, including CDC's Health Alert Network (HAN) messages. Information for alerting will be imported from existing databases or spreadsheets with remote update capability, or will be separately built and loaded into system from every West Virginia county as well as the Center for Threat Preparedness itself.

- B. The service selected must meet the following criteria: Must comply with all applicable Public Health Information Network (PHIN) requirements as articulated in the CDC Partner Communication and Alerting (PCA) Guide. The PCA Guide can be found at:
http://cdc.gov/phinf/library/documents/pdf/guides/PCA_Guide-v1.3.pdf .
- C. Continuous and uninterrupted availability of this service is critical. While it will not necessarily be used on a daily basis, the service must be continuously available for use in times of need. Accordingly, the service must be distributed across multiple call centers utilizing different telephone and bandwidth providers within the United States to minimize the likelihood that an outage in any geographic area or affecting a single provider would affect service availability. Strong security must be deployed to ensure all possible safeguards are in place to protect data in storage at each of the locations. The service must be able to automatically route calls over the least congested networks to ensure rapid message delivery, and must be able to utilize the Government Emergency Telecommunication Service (GETS) <http://gets.ncs.gov/> as provided by National Communications System, for emergency call prioritization. The service must have redundancy or servers in different geographical locations.
- D. The successful vendor must include unlimited inbound or outbound calls in their bid. In addition, the system database must allow for unlimited names/contact information to be included.
- E. The successful bidder shall agree to work with the current vendor (Software Computer Group) to ensure a timely, accurate, and complete transition of the project operations. The bidder selected must be able to import existing data from WARN (Wide Area Rapid Notification), the incumbent emergency notification system (all call groups from each user location in counties and state) into the new system within 4 weeks of contract award. If the incumbent system is not available to export existing call group data from the state and local health departments, then the successful bidder must be able to rebuild all the call groups from each of those agencies within 4 weeks of contract award (See Deliverable Sheet). This would include personal interaction with staff from each of the agencies and any technical assistance needed.
- F. The successful bidder shall agree to ensure the new system is fully operational within 5 weeks of contract award (See Deliverable Sheet). Failure to meet this deadline will result in cancellation of this contract with the vendor.
- G. The successful bidder shall agree to cooperate with the agency and any subsequent vendor should the contract, which is the subject of this RFQ, be terminated, and to deliver any and all electronic files, documentation, and associated work products to the agency within thirty (30) days of receipt of notice of contract termination.

- H. The successful bidder's service must provide the ability for secure transmission of notification messages, and report results back to the West Virginia State Center for Threat Preparedness or other designated facility. The service center must also have multiple points of communication from contact requests including, but not limited to , the internet (with or without a Virtual Private Network (VPN), a dedicated dial-up line, and a private peering network).
- I. Each of the following service functionalities are mandatory requirements of the successful bidder:
1. Must have the capability to send notifications rapidly via multiple communication mediums utilizing assigned roles; (Must be able to use both "land lines" and mobile phone, fax, instant messaging, and Simple Mail Transmission Protocol (SMTP) Short Message Service (SMS) messaging such as email, alphanumeric papers and other wireless devices.)
 2. Must be capable of delivering customized messages, both the content and the delivery mechanism, to each individual, and in the case of voice messages using a text-to-speech engine to dynamically create the messages;
 3. Must have the ability to send the notification to one device and if there is no answer within a specified timeframe (user defined) sends the notification to the next device listed in the user's profile. This process must continue until contact attempts for all listed devices defined in the user's profile are exhausted. The sender must have the option to continue contact attempts until contact is successful.
 4. Must allow the user's profile to contain delivery device preference order based on at least two self-defined timeframes; (Example: Call pager first on Monday – Friday, 8:00 A.M. – 5:00 P.M. and home phone first at all other times. Call mobile phone second at all times.)
 5. Must be able to deliver notifications based on prioritization of individuals/roles (i.e. send to those in more authority first, then other users.);
 6. Must have the capacity to notify predefined groups and "on-the-fly" ad-hoc groups, not only by name, but by all fields (i.e. roles, agency worked for, geographic location, and political jurisdiction.);
 7. Must have the capacity to notify 'subgroups'. (i.e. group(s) within a group)
 8. Must have the capacity to select individuals even if they are not in a group or subgroup.
 9. Must have capability of multiple administrators. 130 at a minimum. (110 for County use at 2 per county x 55 and 20 for State use).

10. Must have flexibility for agency control over number and type of call groups.
11. Must integrate functionality that will support single sign on from our-existing portal and any necessary data synchronization methods. (Logon name field, password field). Will need custom Uniform Resource Locator (URL) that will accept these parameters so logon to notification system will be seamless.
12. Must have the ability to initiate a broadcast directly from another application through an Application Program Interface (API) protocol solution (supplied by the successful vendor) so that contact data can be maintained in another system and broadcasts can be initiated directly from another application. This process should be provided through a web-services API using a standards-based SOA (service oriented architecture). In addition to initiating the broadcast, the API should also handle cancellation and status of the notification. Currently this would require integrating with the West Virginia REDI System, a proprietary emergency credentialing platform developed by Collaborative Fusion, Inc (See Section IIIA above).
13. Must allow for the activation of alerts via the Internet or telephone; security must be in place to only permit a notification request from specific, predefined phone numbers and systems user identification accounts. Additionally, a log of notification requests from any source, successful or not, must be maintained in the system (not through manual logging) and made available as an automated report.
14. Must have the capability for each notification to provide an immediate receipt confirmation. Results of the notification and confirmation must be available through live, on-line inquiry and through historical reports.
15. For high level/emergency notification, notification recipients must have the capability of replying to the call or calling back into the system (not to a person) and reporting their availability for emergency response. The system must be able to record their responses, and include their availability in reports back to the sender. The service must be able to receive at least 25 inbound calls per minute.
16. Must provide the capability to access reports via both the internet and fax; (Reports must be available in real-time for high priority/emergency notification and within user-defined time periods for low and medium priority notifications, allowing for ongoing status reports of those notified. Reports will include calling results and time of results, such as individual reached, message left, no-answer, number out-of-service, etc., and, for high priority/emergency notification, will include responder reported availability.)

17. Must allow for the sender to define how notifications are delivered based on criticality of the notification, (E.G. high priority/emergency – utilize user personal notification delivery preference, medium or low priority – fax and/or e-mail only).
 18. Must have capability for the sender to schedule notification to be sent at a later time and/or date.
 19. Must allow for multiple layers of authorization/authority. (Multiple authorized users may be able to send a low or medium priority notification via e-mail or fax, but only those with high-level roles can send high priority/emergency notifications. Additionally, multiple agency use requires division of authorization by agency, with some crossover of high-level roles.
 20. Must be able to have multiple layers of administrator rights as to what access is given. (i.e.: View, change, add, and notify rights determined by the State office)
 21. Must have the capability of producing reports identifying costs for use by notification event, individual sender, and/or organization.
 22. Must have the ability to send multiple notifications at the same time to the same or different recipients.
 23. Must have the ability to provide login audit tracking.
 24. Must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information.
 25. Must have the ability to customize the telephone number display (caller identification (ID) for voice messages and the email addresses for text messages.
 26. Must have the ability to override call-blocking.
 27. Must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail.
- J. Support for the successful bidder's services must be available 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) via telephone and the Internet.
- K. Due to the emergency use of this system, routine maintenance, system upgrades or emergency repairs for system degradation or failure must be managed in as expeditious a process as possible. Emergency interventions must be initiated

immediately (within one hour) upon discovery of a problem and every effort must be made to complete repairs, or provide appropriate temporary solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime.

- L. The successful bidder must include 3 levels of training.
1. Initial training: The successful bidder must provide on-site training on the use of the bidder's service/system for up to 20 administrators per class for a total of 7 classes. This training must be completed within 5 weeks of contract award or at end of existing contract, whichever is later. Training facilities with computers will be provided by the State in or near Charleston, WV. Training materials will become the property of the state to copy at will for additional users.
 2. Update training: The successful bidder must provide training when updates or changes are made to the system, if those changes mandate new ways to operate the systems. This training can be provided via web training or CD.
 3. New User training. The successful bidder must provide a way for later added users to obtain Initial training, such as web training or via a training CD.

IV. Invoice Requirements:

The successful bidder must submit invoices to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices must be in a form approved by the Agency and shall enclose a monthly activity log. The successful bidder will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The successful bidder will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

V. WVDHHR's Contribution To Contract:

The Center for Threat Preparedness will collaborate with the vendor and will serve as the point of contact. Additionally, they will contribute the following to the contract:

1. Meet immediately with vendor to develop project plan.
2. Provide vendor with contact person/address/phone number for each local health department and other agency that has call groups to be loaded into system (or built).
3. Provide location for training, with computers for use.
4. Meet quarterly with vendor to discuss project status, receive updates on technological or contract upgrades/revisions.
5. Provide drills/exercises to test system's performance.

V1. Deliverables, Scope of Work and Timeframe:**YEAR 1****Deliverable 1:**

By end of Week 2: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by a telephone conference call or "web ex" type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. This meeting must be conducted in Charleston, WV with CTP staff.

Deliverable 2:

By end of Week 4: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability. This also includes the provision and connection of a vendor-supplied API Protocol, described throughout this document, to the State's emergency credentialing system, WV REDI.

Deliverable 3:

By end of Week 4: Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.

Deliverable 4:

By end of Week 4: Vendor will develop initial user training curriculum/delivery mechanism for all users as described above in this document in Section 3, Part L.

Deliverable 5:

By end of Week 5: Vendor will complete initial user training for State and LHDs as described above in this document in Section 3, Part L.

Deliverable 6:

By end of Week 5: Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

Deliverable 7:

Week 5 - through the end of contract: Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Deliverable 8:

Week 5 – through the end of contract: Technical assistance will be performed as needed upon contact by State or Local staff. Assume **15** hours of technical assistance per month.

Year 2**Deliverable 1:**

By end of month 3 of contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 3, Part L. Training to be provided via 2 “web ex” presentations or 1 reproducible DVD.

Deliverable 2:

By end of month 3: Vendor will complete new user training for State and LHDs as described above in this document in Section 3, Part L. Training to be provided via 2 “web ex” presentations or one reproducible DVD.

Deliverable 3:

Throughout contract period: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Deliverable 4:

Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff. Assume **10** hours of technical assistance per month.

YEAR 3**Deliverable 1:**

By end of month 3: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 3, Part L. Training to be provided via 2 “web ex” presentations or 1 reproducible DVD.

Deliverable 2:

By end of month 3: Vendor will complete new user training for State and LHDs as described above in this document in Section 3, Part L. Training to be provided via 2 “web ex” presentations or one reproducible DVD.

Deliverable 3:

Throughout contract period: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Deliverable 4:

Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff. Assume 5 hours of technical assistance per month.

V11. Vendor Bid:

Vendor will bid by following the requirements of the Request for Quotation and completing the attached Bid Price Sheet.

V111. Method of Evaluation:

The State will use the Total Bid Price from the Bid Price Sheet to determine the low bid vendor and will award the contract. The winning bidder will be the one that submits the lowest total bid price and assures the State the services to be performed as outlined in these specifications will be provided.

V1X. Life of Contract:

The contract becomes effective on the date of award and will extend for a period of one (1) year. Contract may be renewed for two (2) additional one (1) year periods upon the mutual written consent of the State and Vendor in accordance with the terms and conditions of the original contract.

X. Additional Vendor Requirements:

Vendor is required to have general liability insurance. Insurance certificates are required prior to award.

A. Insurance Requirements:

The Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. The Vendor shall maintain and furnish proof to the Department of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees within thirty (30) days of the Contract award. Said coverage shall provide minimum coverage in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, up to \$1,000,000.00 per occurrence.
2. For property damage: up to \$1,000,000 per occurrence.
3. For professional liability: up to \$1,000,000.00 per occurrence.

B. Other Requirements:

1. Provide certification that it is registered with the Office of the Secretary of State, State of West Virginia, to do business in the State of West Virginia;
2. Provide evidence that it is in good standing with the West Virginia Bureau of Employment Programs as to Unemployment Compensation coverage and Workers' Compensation coverage or exempt from such coverage;
3. Provide certification that it is registered as a Vendor with the West Virginia Department of Administration, Division of Purchasing; and
4. Obtain necessary licensing through State Tax Department.

XI. Vendor Relationship:

- A. The relationship of the Vendor 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.

- B. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFQ 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.
- C. 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, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.
- D. 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.
- E. The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.
- F. Subcontracts/Joint Ventures; The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- G. 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 laws.
- H. Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

RFQ Addendum for Notification System

Cost Sheet Year 1

Deliverable				Total Cost for Deliverable
<p>Deliverable 1 Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by a telephone conference call or "web ex" type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. This meeting must be conducted in Charleston, WV with CTP staff.</p>				
<p>Deliverable 2 Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability.</p>				
<p>Deliverable 3 Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.</p>				
<p>Deliverable 4 Vendor will develop initial training curriculum/delivery mechanism for all users as described above in this document in Section 3, Part L of RFQ.</p>				

		Per Month cost	Yearly Total (Per month cost x 11)
<p>Deliverable 5 Vendor will complete initial user training for State and LHDs as described above in this document in Section 3, Part L of RFQ</p>			
<p>Deliverable 6 Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. This will require vendor presence in Charleston, WV.</p>			
<p>Deliverable 7 Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 5 weeks are development costs and not included in this amount.</p>			
<p>Deliverable 8 Technical assistance will be performed as needed upon contact by State or Local staff. Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 15 hours of support per month. The first 5 weeks are development costs and not included in this amount. (ex: \$cost/month x 11 mos = yearly total)</p>			
TOTAL COST - Year 1			

RFQ Addendum for Notification System

Cost Sheet – Year 2

Deliverable				Total Cost for Deliverable
<p>Deliverable 1 Vendor will provide user update training for State and LHDs as described above in this document in Section 3, Part L of RFQ. Vendor will provide training via 2 “web ex” presentations or one reproducible DVD.</p>				
<p>Deliverable 2 Vendor will provide new user training for State and LHDs as described above in this document in Section 3, Part L of RFQ. Vendor will provide training via 2 “web ex” presentations or one reproducible DVD.</p>				
<p>Deliverable 3 Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and yearly total cost for this deliverable.</p>				<p>Per Month cost</p> <p>Yearly Total (Per month cost x 12)</p>
<p>Deliverable 4 Technical assistance will be performed as needed upon contact by State or Local staff. Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 10 hours of support per month. (ex: \$ cost/month x 12 months = yearly total)</p>				<p>Per Month cost</p> <p>Yearly Total (Per month cost x 12)</p>

TOTAL COST - Year 2										
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RFQ Addendum for Notification System

Cost Sheet - Year 3

Deliverable						Total Cost for Deliverable
Deliverable 1 Vendor will provide user update training for State and LHDs as described above in this document in Section 3, Part L of RFQ. Vendor will provide training via 2 "web ex" presentations or one reproducible DVD.						
Deliverable 2 Vendor will provide new user training for State and LHDs as described above in this document in Section 3, Part L of RFQ. Vendor will provide training via 2 "web ex" presentations or one reproducible DVD.						
Deliverable 3 Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and total cost for this deliverable.						

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. BPH11103

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ATTACHMENT
P.O.# DPH11103

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____