



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  
 DJS010296

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF JUVENILE SERVICES  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-84		
VIDEO SURVEILLANCE SYSTEMS						
<p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/23/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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](http://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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:-----				TL/32-----		
RFQ. NO.:-----				DJS010296-----		
BID OPENING DATE:-----				04/07/2011-----		
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 DJS010296 ***** TOTAL: _____						

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The Division of Juvenile Services is soliciting bids for Surveillance Equipment to be used at our Detention and Correctional facilities. The equipment will be used to monitor and record the areas of our facilities frequented by the Juveniles in our custody. The Contract will be awarded to the lowest bidder based on the projected dollar value of their bid based on our projected usage of the items bid. The projected usage reflected on the attached bid form in no way guarantees that level of purchases will be required, but represents our best estimate of our usage during the contract period.

**RFQ# DJS010296**  
**Bid Specifications for Surveillance Equipment**

**Warranty**

**The successful bidder shall warrant the functional operation of all procured equipment for three years after date of acceptance.**

**PART 1 Products**

**1.1 GENERAL SPECIFICATIONS**

- A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system. DVR system must be compatible with the following existing cameras: ARM C540MDVAI, C540MDVAIDNIR and C520BCDNVFIR, LTC045521, WV-CF224EX and Bosch LTC series.
- B. All systems and components shall have been thoroughly tested and proven in actual use.
- C. All systems and components shall be provided with the availability of a toll-free, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge for as long as the product is installed.
- D. All systems and components shall be provided with a one-day turnaround repair express and 24-hour parts replacement. Vendor will have 24 hrs to ship and install replacement parts. All parts will be shipped FOB Destination. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items. After warranty expiration, the vendor will invoice parts on Cost plus % mark-up basis.

**1.1.1 DIGITAL VIDEO RECORDER**

- A. The Digital Video Recorder shall be a combination of a database server and video acquisition unit that captures up to 480 ips (NTSC) or 400 ips (PAL), with up to 128 camera inputs and 4 audio channels. The recorder shall provide scalability, allowing an increase in the number of inputs as the need grows. Image capture rates shall be adjustable per camera and be able to increase automatically during an alarm event.

- B. The Digital Video Recorder shall support up to 16 IP cameras in a hybrid configuration and up to four channels of video analytics. The recorder shall be HD-enabled, capable of recording and displaying high-quality images captured by IP cameras with HD technology.
- C. Video from a Digital Video Recorder shall be viewable through a matrix switcher.
- D. The Digital Video Recorder security software shall be IT-focused, with scalable solutions that allow users to manage all data and hardware devices from a single user interface. The system shall be open architecture and allow users to choose IP cameras or encoders that fit the application.
- E. The Digital Video Recorder shall use redundant power supplies to eliminate the power supply as a single point of failure.
- F. The Digital Video Recorder shall be capable of continuous scheduled alarm/event and motion recording. Pre- and post-alarm recording shall also be available and shall be fully programmable on a per channel basis. The Digital video recorder shall maximize storage efficiency and upon user selection, shall automatically reduce the recorded frame rates of video after a programmed delay period, ensuring that the user has access to real-time video when needed most. The system shall not reduce the frame rate on alarm- or motion-based video.
- G. All video shall be digitally signed before being written to the hard disk drives. Video authentication shall be verified on the system before being played back with the Digital video player.
- H. All Digital Video Recorders shall run the same software allowing users to monitor video, audio, and transactional data from the client user interface.
- I. Event-based and alarm-based video shall be displayed simultaneously with live camera views and with pre- and post-event video clips. The system shall queue and display these events in a first-in, first-out order, or by time. At the time of an alarm the event-based pre-recording mode shall automatically switch to continuous recording mode with pre- and post-alarm video capturing.

**Playback** - live and recorded video shall be played-back with full VCR control (play, fast forward, rewind, and pause, step forward and backward).

**Image Enhancement** – image contrast, brightness, sharpness, and zoom shall be controlled on live and recorded video for each camera.

**On Screen Display Text** - the camera name, image time and/or date shall be overlaid on video on the user interface. Camera names shall be up to 32 characters in length.

- J. The Digital Video Recorder shall meet or exceed the following design and feature specifications:
  - The Digital Video Management System shall support up to 128 Video inputs.
  - The Digital Video Management System shall support advanced IVEX compression.

- The Digital Video Management System shall have the capability to record at seven (7) frames per second with a storage capacity of 14 days based on a forty-eight (48) camera system.
- The Digital Video Management System shall support IP cameras with HD technology.
- The Digital Video Management System shall support the recording of H.264 streams from IP cameras.
- The Digital Video Management System shall support external RAID storage up to 18TB for long-term video storage.
- The Digital Video Management System shall have a watchdog system in place to send alerts when the system fails or powers down.
- The Digital Video Management System shall have immediate video authentication with quick review of up to 90 minutes of video.
- The Digital Video Management System shall have a 10/100/1000 Base-T Network.
- PTZ camera interface shall be RS-232, RS-422, RS-485
- The Digital Video Management System shall have 16 dry contact alarm inputs
- The Digital Video Management System shall include ControlPoint Client User Interface for remote access and management of the System.

#### 1.1.2 POWER SPECIFICATIONS

- |                      |                                   |
|----------------------|-----------------------------------|
| A. Power Input       | 100 to 240 VAC, 50/60 Hz          |
| B. Power Consumption | 115 VAC 335 W, 2.95 A, 1143 BTU/H |

#### 1.1.3 ENVIRONMENTAL SPECIFICATIONS

- |                              |   |
|------------------------------|---|
| A. Operating Temperature     | 50° to 95°F (10° to 35°C) at unit air intake                |
| B. Operating Humidity        | 20% to 80%, non condensing                                  |
| C. Maximum Humidity Gradient | 10% per hour  |
| D. Operating Altitude        | 50 ft to 10,000 ft (-16 m to 3,048 m)                       |
| E. Operating Vibration       | 0.25 G at 3 Hz to 200 Hz at a sweep rate of 0.5 octave/min. |

#### 1.1.4 CERTIFICATIONS

- A. CE, Class A
- B. FCC, Class A
- C. UL Listed

#### 1.1.5 PRODUCTS

Provide Unit Pricing for the Following Digital Recorders including Control Point Software:

1. Pelco Model 35401V1C2DOS 16 Channel, 500GB, 120 IPS or Equal

2. Pelco Model 35401V2C5DOS 32 Channel, 1 TB, 240 IPS or Equal
3. Pelco Model 35401V4C5DOS 64 Channel, 2 TB, 480 IPS or Equal

## PART 2 – PRODUCTS

### 2.1 MICROPROCESSOR-BASED, CROSS-POINT VIDEO MATRIX SWITCHING SYSTEM

- A. The microprocessor-based, cross-point video matrix switching and control system shall consist of an integrated CPU/controller, matrix switcher, interface for control keyboard(s), dry contact alarming inputs programmable for N.O./N.C., isolated relay control outputs and RS-422 serial port PTZ control and multiplexer control, built-in video loss detection alerts, and all software and graphics accessories necessary to make a complete operating video switching and control system. The following optional equipment for expanding functions shall be available: Alarm Interface Unit and Relay Interface Unit. The matrix and all optional equipment shall be capable of being mounted in standard EIA 19-inch racks.
- B. The system shall be configured for a maximum 48 video inputs, 8 video outputs, and up to 18 keyboard controllers. Forty of the video inputs shall provide looping BNC jacks and individual termination switches on the back panel of the unit.
- C. The system shall be expandable to a capacity of 96 video inputs, 16 video outputs, and up to 18 keyboard controllers by adding a second, identical switcher unit interconnected to the first unit with a control cable and a coaxial ribbon cable. The expanded unit shall operate as one system.
- D. The CPU/controller shall meet or exceed the following design and performance specifications:
  - The matrix switcher/controller shall utilize an embedded microprocessor running a real-time operating system.
  - The matrix switcher/controller shall include a bit-mapped character generator for each analog output, which displays system status and programming in NTSC/PAL formats.
  - The matrix switcher/controller shall include a Windows<sup>®</sup>-based software management system that speeds system setup; enables system users to program the switcher remotely; allows for external storage of all setup items in the switcher; and logs system activity, including events and alarms.
  - The matrix switcher/controller shall provide password protection for control of system operations and programming.
  - The matrix switcher controller shall provide for logical camera numbering, in which the user can assign his own reference numbers to physical camera inputs.
  - The matrix switcher shall have programmed event timers to activate sequences or macros automatically.
  - The matrix switcher controller shall use flash technology for firmware updates in the field.



- The matrix/switcher controller shall provide eight internal alarm inputs on the rear panel. Up to 256 external alarms can be added by connecting Alarm Interface Units. Alarms shall be assigned to one or more alarm groups and shall be defined as high or low priority. Each alarm group shall be assigned to one or more monitors for display processing. System must have capability of re-programming of alarms.
- The matrix switcher/controller shall provide user-enabled/selectable character displays that show the following: time in 24-hour or AM/PM format, date in four different modes, camera number, and a 20-character title for ease of identification on the video screen. Each of these on-screen segments shall be on/off selectable independently for each monitor.
- The matrix switcher/controller shall allow configuration, set-up, and programming from any system keyboard.
- The matrix switcher/controller shall provide two PTZ control ports programmable by the user, two RS-485 I/O ports, two RS-485 ports with power to operate a local keyboard, two RS-232 I/O ports, and two I/O ports that can be configured for either RS-232 or RS-485. The ports shall be programmable from the system keyboard or MGR software for all communication parameters and functions without having to remove the switcher/controller cover or set any switches or jumpers. Control of PTZ devices and connection to external equipment shall be accomplished through the use of the CPU/Controller's RS-422 communication ports.
- The matrix switcher/controller shall provide two auxiliary relay outputs rated at 0.5 amp @ 125 VAC, 1 amp @ 30 VDC, 60 milliohms contact resistance. There shall be one open collector (TTL) output rated at 15 VDC maximum, 25 mA maximum.
- The matrix switcher/controller shall feature the capability of pre-programming commonly occurring events through macro programming. Macros shall be activated manually via keyboard control or automatically by alarm inputs or at a specific time.
- The matrix switcher/controller shall be capable of 32 macros, each capable of 72 steps.
- The matrix switcher/controller shall accept ASCII data, allowing for direct communication with external equipment, such as computer-based access control, fire, burglar, and PLC systems, to activate alarms, to select cameras, and to activate preset positions, auxiliaries, and macros. The matrix must be capable of generating an ASCII output of all alarm events as they occur.
- The matrix switcher/controller shall provide a video bandwidth of 15 MHz, a flat frequency response to 8 MHz and  $\pm 1$  dB to 13 MHz, and a signal-to-noise ratio of -50 dB with adjacent channel crosstalk limit of -55 dB typical at 3.58 MHz.
- The matrix switcher/controller shall provide for differential gain of 0.03% and a differential phase of 0.24° typical.
- The matrix switcher/controller shall be rack-mountable in a standard EIA 19-inch rack.
- The matrix switcher/controller shall measure 5.25 (H) x 17.4 (W) x 12.25 (D) inches (13.34 x 44.20 x 31.12 cm).

E. The CPU/controller shall meet or exceed the following design and performance specifications:

## 2.1.2 ELECTRICAL SPECIFICATIONS

A. Input Voltage 120 / 230 VAC, 50/60 Hz

### 2.1.3 ENVIRONMENTAL SPECIFICATIONS

A. Operating Temperature 20° to 120°F (-7° to 49°C)

B. Operating Humidity 10% to 90%, non condensing

### 2.1.4 CERTIFICATIONS

- A. CE, Class B
- B. FCC, Class A
- E. UL/cUL listed

### 2.1.5 PRODUCTS

Provide Unit Pricing for the Following Matrix Switcher and Devices:

4. Pelco Model CM6800E 48-In x 8-Out Matrix Switcher or Equal
5. Pelco Model KBD300A Vari-Speed PTZ Joystick or Equal
6. Pelco Model MX4016CD 16-Channel Duplex Multiplexer or Equal

## PART 3 – PRODUCTS

### 3.1 FULL HIGH DEFINITION LCD MONITOR

A. The LCD monitor shall have the following features: VGA and digital visual interface (DVI) inputs, picture-in-picture (PIP), looping BNC output, and full high definition resolution.

B. The LCD monitor shall provide a front panel that allows the user to adjust image quality, brightness, size, position, and geometry for optimal viewing.

C. The LCD monitor shall have improved airflow and thermal reduction allowing for longer component life, ensuring reliability in a 24/7 security installation environment.

D. The LCD monitor shall be constructed of a lightweight durable material for desktop or wall-mount installations. Monitor shall come equipped with stationary table mount with the availability to convert to optional wall mount bracket. The monitors shall provide built-in hand holds in the rear cover for easy installation and handling.

E. The LCD monitor shall be compatible with industry-leading megapixel technology, providing a minimum of 1920 x 1080p native resolution that is used with the latest megapixel video security cameras.

F. The LCD monitor shall meet or exceed the following design and performance specifications.

### 3.1.2 ELECTRICAL SPECIFICATIONS

- A. Input Voltage 100 to 240 VAC, 50/60 Hz
- B. Video Input Interfaces 2 BNC, looping; 1 S-Video, looping; 1 RGB; 1 DVI; 1 component
- C. Audio Input Interfaces 2 audio L/R, RCA Jack
- D. Horizontal Frequency 31 to 69 kHz
- E. Vertical Frequency 56 to 85 Hz
- F. Sync Format NTSC/PAL

### 3.1.3 ENVIRONMENTAL SPECIFICATIONS

- A. Operating Temperature 32° to 104°F (0° to 40°C)
- B. Operating Humidity 20% to 80%, non condensing

### 3.1.4 GENERAL SPECIFICATIONS

- A. Native Resolution 1366 x 768 WXGA
- B. Panel Aspect Ratio 16:9
- C. Viewing Area
  - 1. 26" 576 x 324 mm
  - 2. 32" 698 x 461 mm
  - 3. 42" 930 x 523 mm
- D. Video Formats 480i, 480p, 576i, 576p, 720p, 1080i
- E. Panel Life 50,000 hours
- F. Displayable Colors 16.7 million

### 3.1.5 CERTIFICATIONS

- A. CE, Class A
- B. FCC, Class A
- C. TUV Listed
- D. C-Tick
- E. UL/cUL listed

### 3.1.6 PRODUCTS

Provide Unit Pricing for the Following LCD Monitors:

- 7. Pelco Model PMCL526A 26" Flat Screen Monitor or Equal

8. Pelco Model PMCL532A 32" Flat Screen Monitor or Equal
9. Pelco Model PMCL542F 42" Flat Screen Monitor or Equal
10. Tilt Wall Mount bracket for Monitors

#### PART 4 - PRODUCTS

##### 4.1 WALL MOUNT LOCK BOX WITH POWER SUPPLY

A. The Wall or Desk mounted Lock Box shall provide a secure housing for the Recorders, Matrix Switches, Multiplexers, Storage, and Power Supply. The Box shall have two keyed locks on the front door to prevent unauthorized entry. Panels with tamper-resistant screws in the top and sides of the Lock Box shall permit access for wiring.

B. The power supply shall occupy one rack unit (1 RU) and shall provide power for a minimum of eight devices. The power supply shall allow for indoor use, and it shall plug into any 120 VAC duplex wall receptacle having a center screw. Removable strip terminals with clamp-down connectors shall be provided along the rear panel for easy connection on the 26 VAC output to eight or more devices. The unit fuses shall protect against power supply or camera failure.

C. The power supply shall meet or exceed the following design and performance specifications.

##### 4.1.2 ELECTRICAL SPECIFICATIONS POWER SUPPLY

- |                        |   |
|------------------------|---|
| A. Input Voltage       | 115 VAC 60Hz or 230 VAC 50Hz ( $\pm 10\%$ ), selectable |
| B. Output Voltage      | 26 VAC  |
| C. Output Current      | 20 Amp maximum  |
| D. Overload Protection | External Fuses for 8, 16, 32 Output                     |
| E. Input Connectors    | 115 VAC 60Hz or 230 VAC 50Hz ( $\pm 10\%$ ), selectable |
| F. Output Connectors   | 2 screw terminals                                       |

##### 4.1.3 PHYSICAL SPECIFICATIONS

- |                 |                              |
|-----------------|------------------------------|
| A. Construction | Steel                        |
| B. Finish       | Rust resistant enamel finish |
| C. Environment  | Indoor                       |

#### 4.1.4 CERTIFICATION SPECIFICATIONS

- A. UL Listed

#### 4.1.5 PRODUCTS

Provide Unit Pricing for the Following Lock Boxes and Rack Mount Power Supplies:

11. Pelco Model LB3000 Wall Lock Box or Equal
12. Pelco Model RCS16F10 16-Out Fused 10 Amp Power Supply or Equal
13. Pelco Model RCS32F20 32-Out Fused 20 Amp Power Supply or Equal

#### 5 PRODUCTS

##### 5.1 INDOOR/OUTDOOR FIXED MINI DOME CAMERA SYSTEM

- A. The indoor/outdoor fixed mini dome camera system shall be quick and easy to install and is ideal for both indoor and outdoor applications. It shall have a versatile design allowing for multiple mounting options.
- B. The indoor/outdoor fixed mini dome camera system shall be vandal resistant.
- C. The indoor/outdoor fixed mini dome camera system's back box shall have three conduit openings.
- D. The indoor/outdoor fixed mini dome camera system shall offer a large selection of camera and lens options, including a clear or smoked bubble lower dome.
- E. The indoor/outdoor fixed mini dome camera system shall meet or exceed the following design and performance specifications.

##### 5.1.2 ELECTRICAL SPECIFICATIONS

- |                      |   |
|----------------------|---|
| A. Connectors        | 1 composite BNC<br>1 UTP                      |
| B. Input Voltage     | 12 VDC or 24 VAC ( $\pm 10\%$ ), autosensing  |
| C. Power Consumption |   |
| 1. Wide Dynamic      | <3 W maximum                                  |
| 2. Day / Night       | <4 W maximum                                  |
| 3. Heaters           | 10 W when active; thermostatically controlled |

##### 5.1.3 VIDEO SPECIFICATIONS

- |                   |                             |
|-------------------|-----------------------------|
| A. Imaging Device |                             |
| 1. Wide Dynamic   | 1/3-inch pixel based imager |
| 2. Day / Night    | 1/3-inch imager             |
| B. Signal System  | NTSC or PAL                 |

<b>C. Video Output</b>	
1. Composite	1 Vp-p, 75 ohms
2. UTP	1 Vp-p, 100 ohms
<b>D. Picture Elements</b>	
	<u>NTSC</u> <u>PAL</u>
1. Wide Dynamic	720 (H) x 540 (V)      720 (H) x 540 (V)
2. Day / Night	768 (H) x 494 (V)      752 (H) x 582 (V)
<b>E. Dynamic Range</b> 102 dB typical/120 dB maximum (CW/DW models)	
<b>F. Scanning System</b> 2:1 interlace (progressive option for CW/DW)	
<b>G. Synchronization</b> Internal	
<b>H. Electronic Shutter Range</b>	
1. Wide Dynamic	Auto (1/15 to 1/22,000)
2. Day / Night	Auto (1/60 to 1/100,000)
<b>I. Lens Type</b>	
1. Wide Dynamic (WDR)	Varifocal with auto iris
2. Day / Night (DN)	Varifocal with auto iris
<b>J. Focal Length:</b>	
	3.0 mm ~ 9.5 mm (varifocal)
	9.0 mm ~ 22.0 mm (varifocal)
<b>K. Operation</b> <u>Varifocal</u>	
1. Iris	Auto (DC-drive)
2. Focus	Manual
3. Zoom	Manual

#### 5.1.4 CAMERA SPECIFICATIONS

<b>A. Horizontal Resolution:</b>	
1. Wide Dynamic	504 TV lines
2. Day / Night	540 TV lines
<b>C. Minimum Illumination</b>	
1. Wide Dynamic	Color: 0.8 lux, SEN 8X: 0.2 lux B-W: 0.08 lux, SEN 8X: 0.02 lux (f/1.0, 40 IRE, AGC on, 75% scene reflectance)
2. Day / Night	Color: 0.15 lux at full frame rate B-W: 0.015 lux at full frame rate (f/1.0, 40 IRE, AGC on, 75% scene reflectance)

#### 5.1.5 ENVIRONMENTAL SPECIFICATIONS

<b>A. Environment:</b>	Low temperature, indoor/outdoor
<b>B. Operating Temperature:</b>	-50°F to 122°F (-45°C to 50°C); de-ices to 25°F (-4°C)
<b>C. Thermostat Operation:</b>	Heater is thermostatically controlled to activate ON at 50°F (10°C) and OFF at 80°F (27°C)

**5.1.6 MECHANICAL SPECIFICATIONS**

- |                               |  |
|-------------------------------|--|
| <b>A. Pan/Tilt Adjustment</b> | <b>Manual</b>  |
| 1. Pan                        | 360°   |
| 2. Tilt                       | 140° (20° to 160° range)   |
| 3. Rotation                   | 360°   |
| <b>B. Light attenuation</b>   | <b>f/1.5 light loss, smoked bubble</b><br><b>Zero light loss, clear bubble</b> |

**5.1.7 PHYSICAL SPECIFICATIONS**

- |                        |   |
|------------------------|---|
| <b>A. Construction</b> | <b>Durable corrosion resistant camera mounting bracket and polycarbonate dome</b> |
| <b>B. Finish</b>       | <b>Rust resistant finish</b>  |

**5.1.8 CERTIFICATIONS**

- |                       |
|-----------------------|
| <b>A. CE, Class B</b> |
| <b>B. UL Listed</b>   |

**5.1.9 PRODUCTS**

**Provide Unit Pricing for the Following Fix Dome Cameras with Wall Mount:**

- 14. Pelco Model IS110-DNV9 Day / Night Camera 3-9mm Lens or Equal**
- 15. Pelco Model IS110-CWV9 Wide Dynamic Range Camera 3-9mm Lens or Equal**
- 16. Pelco Model IS110-DWV9 Combo D/N, WDR Camera 3-9mm Lens or Equal**
- 17. Pelco Model IM10C10-1 Indoor Fixed Dome Camera 2.8-10mm Lens or Equal**
- 18. Pelco Model IS90BCHV9 Indoor Fixed Mini-Dome Camera 3-9.5mm Lens or Equal**

**6 PRODUCTS****6.1 COLOR VARI-FOCAL INFRARED BULLET CAMERA****6.1.1 ELECTRICAL SPECIFICATIONS**

- |                         |   |
|-------------------------|---|
| <b>A. Input Voltage</b> | <b>12 VDC or 24 VAC (+10%), autosensing</b> |
| <b>B. Connectors</b>    | <b>1 composite BNC</b><br><b>1 UTP</b>      |

**6.1.2 VIDEO SPECIFICATIONS**

- |                         |                    |
|-------------------------|--------------------|
| <b>A. Signal System</b> | <b>NTSC or PAL</b> |
|-------------------------|--------------------|

- B. Video Output**
1. Composite 1 Vp-p, 75 ohms
  2. UTP 1 Vp-p, 100 ohms

**C. Lens Type**

1. Wide Dynamic (WDR) Varifocal with auto iris
2. Day / Night (DN) Varifocal with auto iris

**6.1.3 CAMERA SPECIFICATIONS**

**A. Horizontal Resolution**

1. High Resolution 504 TV lines
2. Day / Night 540 TV lines

**6.1.4 ENVIRONMENTAL SPECIFICATIONS**

- A. Environment** Indoor/Outdoor
- B. Operating temperature:** -50°F to 122°F

**6.1.5 MECHANICAL SPECIFICATIONS**

- A. Pan/Tilt/Adjustment:**  
Manual 180° pan; 180° tilt

**6.1.6 PHYSICAL SPECIFICATIONS**

- A. Construction** Durable corrosion resistant camera mounting bracket and polycarbonate Dome
- B. Finish** Rust resistant finish

**6.1.7 PRODUCTS**

19. Pelco Model IS310BDWV9 Indoor/Outdoor Vari-Focal Infrared Bullet Camera 3-9.5mm Lens or Equal

**7.1 DIGITAL VARIFOCAL COLOR CAMERA**

**7.1.2 ELECTRICAL SPECIFICATIONS**

- A. Power Requirements** 18-30 VAC or 10-36 VDC
- B. Power Connector** 2-pin terminal strip-push in type
- C. Video Connector** BNC

**7.1.3 VIDEO SPECIFICATIONS**

- A. Signal System** NTSC



B. Video Output 1 Vp-p, 75 ohms

#### 7.1.4 CAMERA SPECIFICATIONS

A. Horizontal Resolution 480 TV lines

#### 7.1.5 ENVIRONMENTAL SPECIFICATIONS

A. Environment Indoor

B. Operating temperature 14°F to 122°F

#### 7.1.6 PRODUCTS

20. Pelco Model IS90BDWV9 Indoor Infrared Fixed Mini-Dome Camera 3-9.5mm Lens or Equal

21. Pelco Model C3751H-2 Indoor Vari-Focal Digital Camera 2.8-12mm Lens or Equal

#### 8.1 INDOOR/OUTDOOR PAN-TILT-ZOOM DOME CAMERA SYSTEM

- A. The Pan-Tilt-Zoom (PTZ) dome camera system shall be quick and easy to install and is ideal for both indoor and outdoor applications. It shall have a versatile design allowing for multiple mounting options.
- B. The outdoor PTZ dome camera shall include Heater and fan for environmental conditions.
- C. The PTZ dome camera shall be autofocus, high resolution integrated low light color camera / optics package. The camera shall include Window Blanking, Camera Title Overlay with 20 user definable characters, On-Screen Compass and Tilt Display, Built-in Surge and Limited Lightning Protection, and Password Protection.
- D. The PTZ camera dome drive shall include the following:
- 64 Presets
  - +/- 0.1 Deg. Preset Accuracy
  - RJ-45 Data Port for Software Update and Setup
  - 400 Deg. /sec. Pan Preset Speed and 200 Deg. /sec. Tilt Preset Speed
  - Variable Scan Speed Configurable between 1 to 40 Deg. /sec.
  - Pan Motion allows 0.1 to 150 Deg. /sec. Pan Speed
  - Auto-sensing Protocol (Pelco P, Pelco D, Sensormatic, and Vicon)
  - Includes 1 alarm input and 1 auxiliary form C relay
  - Freeze Frame between Presets
  - 8-zones configurable in size
  - Rotating Discreet Liner with Sealed Fixed Bubble
  - Patterns: 1 On-Screen, User-Defined Configurable Pattern; Includes Pan, Tilt, Zoom, and Preset Functions
  - Proportional Pan / Tilt: Continually Decreases Pan / Tilt Speeds in Proportion to Depth of Zoom
  - Configurable Limit Stops for Auto / Random / Frame Scan Modes
  - Built-in Menu System for Setup of Configurable Functions

- Auto-Flip to rotate Dome 180 Deg. At bottom of Tilt Travel

E. The PTZ dome camera system shall meet or exceed the following design and performance specifications.

#### 8.1.2 ELECTRICAL SPECIFICATIONS

- A. Connectors 1 composite BNC
- B. Input Voltage 12 to 32 VAC ( $\pm 10\%$ ), autosensing
- C. Input Power
1. Without Heater 23 VA nominal
  2. With Heater 73 VA nominal
  3. Fuse 1.25 amp

#### 8.1.3 CAMERA / OPTICS

- A. Signal Format
1. NTSC
  2. PAL
- B. Image Sensor
1. Effective Pixels  $\frac{1}{4}$ -inch progressive scan CCD
  2. NTSC 768 (H) x 494 (V)
  3. PAL 752 (H) x 582 (V)
- C. Horizontal Resolution
1. NTSC / PAL 540 TV Lines
- D. Lens f/1.6 (focal length, 3.6 – 82.8 mm)
- E. Zoom 23x optical, 12x digital
- F. Zoom Speed 2.9 / 4.2 / 5.8 seconds
- G. Maximum Sensitivity at 35 IRE
1. NTSC/EIA 0.65 lux at 1/60 sec color
  2. PAL/CCIR 0.55 lux at 1/50 sec color
- H. Horizontal Angle of View 54 Deg. At 3.6 mm / 2.5 Deg. At 82.8 mm
- I. Focus Automatic with manual override
- J. White Balance Automatic with manual override
- K. Iris Control Automatic iris control with manual override
- L. Gain Control Automatic / Off
- M. Video Output Vp-p, 75 ohms
- N. Video Signal-to-Noise >50 db

#### 8.1.4 ENVIRONMENTAL SPECIFICATIONS

- A. Environment: Low temperature, indoor/outdoor
- B. Operating Temperature: 32°F to 122°F (0°C to 50°C); de-ices to 25°F (-4°C)

#### 8.1.5 MECHANICAL SPECIFICATIONS DRIVE DOME

- A. Pan Movement 360 Deg. Continuous pan rotation
- B. Vertical Tilt Unobstructed +2 Deg. To -92 Deg.
- C. Manual Pan/Tilt Speeds
  - 1. Pan 0.1 Deg. To 80 Deg. / sec. manual operation  
150 Deg. / sec Turbo
  - 2. Tilt 0.1 Deg. To 40 Deg. / sec. manual operation
- D. Preset Speeds Pan: 400 Deg. / sec. Tilt: 200 Deg. / sec.

#### 8.1.6 PHYSICAL SPECIFICATIONS

- A. Construction Durable, corrosion resistant camera mounting bracket and Acrylic Bubble.

#### 8.1.7 CERTIFICATIONS

- A. CE, Class B
- B. FCC, Class B
- C. UL / cUL Listed
- D. C-Tick
- E. NEMA Type 4X and IP66 standards
- F. NEMA Type 1, IP40

#### 8.1.8 PRODUCTS

Provide Unit Pricing for the Following Pan-Tilt-Zoom (PTZ) Cameras with Wall Mount:

- 22. Pelco Model SD4CBW-PG-E1 23x PTZ Camera or Equal
- 23. Pelco Model SD435-PG-E1 35x D/N PTZ Camera or Equal

#### 9.1 LABOR

Vendor will be responsible for the initial setup of all equipment. This includes the installation of the DVR's, matrix switchers, monitors and security cabinets and all other components of the system. DJS will install the necessary cables and mount the cameras. Vendor will connect and finish the installation. Vendor will bid an hourly rate for labor/installation. This is to be entered on the bid form. (Item # 24.)

#### 10.2 TRAINING

On-site training will be provided by the successful vendor to the DJS Staff. Training will consist of the use and operational capabilities of the DVR and Matrix System Equipment as well as all components upon installation. At a minimum there will be four (4)

employees at each facility to be trained. Training will vary with the system installed as well as the number of employees.

Vendor will also supply training manuals for DJS staff use, in the form of print and or electronic form such as a DVD to help facilitate the training. Vendor will provide a toll free number for customer assistance.

**List of Facilities for WV Division of Juvenile Services DJS010296**

**WV Industrial Home for Youth**

7 Industrial Blvd.  
Salem, WV 26426

**Sam Perdue Juvenile Center**

843 Shelter Road  
Princeton, WV 24740

**Rubenstein Center**

141 Forestry Camp Road  
Davis, WV 26260

**Tiger Morton Juvenile Center**

60 Manfred Holland Way  
Dunbar, WV 25064

**Donald R. Kuhn Juvenile Center**

One Lory Place  
Julian, WV 25529

**Robert L. Shell Juvenile Center**

2 O'Hanlon Place  
Barboursville, WV 25504

**Lorrie Yeager Juvenile Center**

907 Mission Drive  
Parkersburg, WV 26101

**Gene Spadaro Juvenile Center**

106 Martin Drive  
Mt. Hope, WV 25880

**J.M. Chick Buckbee Juvenile Center**

One Jerry Lane  
Augusta, WV 26704

**Vickie Douglas Juvenile Center**

900 Emmett Rousch Dr.  
Martinsburg, WV 25401

**DJS010296 - DVR Camera System Equipment**

Item #	Qty	Description	Model	Unit Price	Extended Amount
1	19	Pelco Model 35401V102DOS 16-Channel 500GB 120FPS or Equal		\$	\$
2	3	32 Channel or Equal		\$	\$
3	4	64 Channel or Equal		\$	\$
4	12	Pelco Model CM6800E 48-IN x 8-Out Matrix Switch or Equal		\$	\$
5	12	Pelco Model KBD300A Vari Speed PTZ Joystick or Equal		\$	\$
6	12	Pelco Model MX4016GD 16-Channel Duplex Multiplexer or Equal		\$	\$
7	8	Pelco Model PMCL526A 26" Flat Screen Monitor or Equal		\$	\$
8	8	PMCL532A 32" Flat Screen Monitor or Equal		\$	\$
9	8	PMCL542F 42" Flat Screen Monitor or Equal		\$	\$
10	12	Tilt Wall Mount Bracket for Monitors		\$	\$
11	5	Pelco Model LBS000 Wall Lock Box or Equal		\$	\$
12	5	Pelco Model RCS16F 10-16-Out Fused 10Amp Power Supply or Equal		\$	\$
13	5	Pelco Model RCS32F 20-32-Out Fused 20Amp Power Supply or Equal		\$	\$
14	5	Pelco Model IS10DNV9 Day/Night Camera 3.9mm Lens or Equal With Wallmount		\$	\$
15	5	Pelco Model IS10CWX9 Day/Wide Dynamic Range Camera 3.9mm Lens or Equal With Wallmount		\$	\$
16	5	Pelco Model IS10DNV9 Combo D/N WDR Camera 3.9mm Lens or Equal With Wallmount		\$	\$
17	5	Pelco Model IM10C10-1 Indoor Fixed Dome Camera 2.8-10mm lens or Equal		\$	\$
18	5	Pelco Model IS90BCW9 Indoor Fixed Mini-Dome Camera 3.9.5mm Lens or Equal		\$	\$
19	5	Pelco Model IS310BDWV9 Indoor Outdoor Vari focal Infrared Bullet Camera 3.9-5mm Lens or Equal		\$	\$
20	5	Pelco Model IS90BDWV9 Indoor Infrared Fixed Mini-Dome Camera 3.9-5mm Lens or Equal		\$	\$
21	5	Pelco Model C3751H2 Indoor Vari focal Digital Camera 2.8- 12mm Lens or Equal		\$	\$
22	5	Pelco Model SD4GBW-PC-ET 23x PTZ Camera or Equal		\$	\$
23	5	Pelco Model SD435-PC-E1 35x D/N PTZ Camera or Equal		\$	\$
24	.80	Hourly Rate/ Installation		\$	\$
<b>TOTAL</b>				\$	\$

Failure to use this form may result in disqualification.

Bidder / Vendor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

ATTACHMENT

P.O.# \_\_\_\_\_

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

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



RFQ No. \_\_\_\_\_

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** \_\_\_\_\_

# 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.