



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
COR61536

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF CORRECTIONS
 617 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301 304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: **09/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		730-36		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 08/30/2011 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311. VENDORS MUST CONTACT AD OJI AT 304-558-2036 EXT. 53456 OR BY EMAIL AD.D.OJI@WV.GOV TO PRE-REGISTER PRIOR TO THE MANDATORY PRE-BID MEETING. *****</p> <p>ELECTRONIC MONITORING SERVICES</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BID TO PROVIDE ELECTRONI MONITORING SERVICES FOR THE WV DIVISION OF CORRECTIONS, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 09/09/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR 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>						

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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 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>TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/30/2011 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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> <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</p>						

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<p>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> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <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 TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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</p>						

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				CHARLESTON, WV 25305-0130		
<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> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----COR61536-----</p> <p>BID OPENING DATE:-----09/28/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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ELECTRONIC MONITORING PROCUREMENT SPECIFICATIONS

General Requirements:

The purpose is to obtain a proposal for the Division of Corrections to award a one year service contract, with four year renewal options, for an electronic monitoring product and reporting system for a community corrections offender monitoring system capable of national coverage.

The services requested will serve approximately 125 persons on the system and may increase this number to 300 or more under the supervision of Division of Corrections.

Scope of Work:

Vendor **must** have the resources and capability to provide a monitoring system capable of nationwide transmission and operation from a centralized base station or an on-site host computer. Included in this system **shall** be straps for attaching to clientele, portable verification units for officer's use in mobile units, transmitters/receivers, and central computer units expandable to networked stations throughout the state.

The Vendor must propose only newly manufactured equipment. Used, refurbished, or reconditioned equipment will result in rejection of the proposal.

The exchange of monitoring/tracking information, including enrollment, data changes, monitoring/tracking reports, and terminations, between WV DOC officers and the monitoring center/facility **shall** occur via secure, encrypted, real-time access by approximately 55 WV DOC personnel using their existing WV DOC computers/Internet access **and/or** must occur via voice communication with monitoring center operators on digitally recorded telephone lines.

Transmitter:

The transmitter **must** be lightweight, hypoallergenic, sealed, shock resistant, water/moisture resistant and should not unduly restrict the activities of the offender. Transmitters should not pose a safety hazard to offender's. The transmitter **must** be able to withstand a shower or bath without failure.

The transmitter **must** be FCC approved

Vendors **shall** offer sealed transmitters, with a minimum 2 year battery life. Vendors are to describe procedures for field replacement of transmitters when a low battery message is received.

The Vendor's quotation **shall** include all replacement transmitters for the entire contract period and any renewal contract period. Transmitters **must** be stamped with a "born-on" date to assist in determining

remaining battery life.

The Vendor **shall** supply all necessary straps, cleaning equipment and any other disposable items necessary to ensure that equipment functions properly. Field replaceable straps are preferred.

Transmitters **must** emit a signal that is unique and distinct from similar electronic devices and the emitted signal **must** be one that can be picked up by the Vendor's receiver/dialer.

The transmitter's signal **must** not be able to be captured or duplicated by commercially available equipment and have a range of at least 150 feet.

Transmitters **must** have the ability to be paired with any proposed receiver/dialer. Matching of transmitter and receiver will be accomplished at field location and/or at Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units to limit costs associated with inventory management.

The transmitter **must** be able to be shut off utilizing a secure switch or tool when not in use. Removal of battery for shut off is not acceptable.

Transmitters **shall** be capable of storing and recording a tamper event which occurs out of range of the receiver/dialer and communicating the tamper signal to the receiver/dialer when the transmitter returns within range.

The transmitter and strap **must** have a triple tamper resistant feature. Fiber optic protection or other strap configuration is acceptable for strap tampers with a back-up method for detecting removal and motion. The receiver/dialer **must** immediately notify the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle. This would include severing the strap or removal of the transmitter without severing the strap and the receiver/dialer should differentiate between the types of tamper / tamper attempts.

The transmitter **must** emit a signal at a minimum of once every 25 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the receiver/monitor prior to low battery condition is present.

The transmitter should be easily installed on the client with minimal training and experience of the installer.

Each vendor will describe their method for resetting a tamper status.

Straps:

Straps **must** be designed so that an offender cannot remove the transmitter without having to tamper with the strap. The specific activities that **shall** initiate a tamper violation include the removal of the

strap attachment device, severing of the strap or sliding the strap off.

Strap tamper features **shall** not allow for wearing a sock under the ankle transmitter strap.

The same strap that secures the transmitter to the offender **shall** contain the tamper detection feature.

The strap **must** be a sufficient length to accommodate most offenders.

"Handcuff" type straps that are secured around the offender's ankle by means of hooked metal bands inside a plastic sleeve are not acceptable.

A sufficient number of straps **shall** be provided so that transmitters may be attached to offenders with new straps. Non-replaceable straps are unacceptable without additional transmitters being offered at no additional cost to the Agency.

The Vendor's quotation **shall** include all replacement straps for the entire contract period. Straps should be stamped with a date to assist in determining date manufactured.

The Vendor **shall** supply straps and other disposable items as requested by the Agency so that each supervising officer has a sufficient supply at all times.

Field replaceable straps are preferred and the strap **must** be easily sized to the offender's leg or wrist. Vendors **shall** supply all necessary straps, cleaning equipment, and any other disposable items necessary to ensure that equipment functions properly. Vendors bidding fixed straps **must** describe procedures for field sanitation and sizing. These items will be provided at no additional cost to the Agency.

Receiver/Monitor:

The receiver/monitor should be easily installed in a central location in the individual's home near the telephone.

Telephone line disconnect and AC power failure within a specified time period will require a Location Verification. The Location Verification **shall** be automatic and not require the active participation of the client or program staff. A proven substitute for location verification is allowable.

Each receiver/monitor **shall** be able to be matched to any transmitter in the Agency's inventory by field staff without having to be sent back to the factory.

Each receiver/monitor **shall** be able to detect any transmitter in the Agency's inventory that is active and comes in range of the receiver/monitor. The extra transmitters should have a serial number and a name associated with encounter and be date and time stamped as to when detected and when disappeared.

The receiver/monitor **shall** be able to communicate with the host computer on battery backup in the event of an AC power loss. The system **must** have internal battery backup of at least 36 hours and be equipped with a nonvolatile memory.

The unit **shall** be capable of full communications with the central computer system by connection to the participant's telephone company outlet using a standard telephone connector for attachment to a standard pulse/touch-tone telephone. The use of bundled/digital telephone lines **shall** not impede the receiver/monitor from communicating.

The unit **shall** be capable of receiving the radio signal from the participant's transmitter and must have an option to indicate that it is receiving the signal from the transmitter.

The unit **shall** be capable of receiving the offender status change. The following occurrences **shall** be time and date stamped upon occurrence and promptly reported to the central computer system.

- (a) Arrival of transmitter within the range of the home monitoring unit.
- (b) Departure of transmitter out of range of the home monitoring unit after a preset programmable time interval.
- (c) Tampering/unauthorized removal of the transmitter unit.
- (d) Loss and/or restoration of the home's commercial power.
- (e) Loss and/or restoration of the communication service (the disconnection event may be sent as soon as communication service is restored),
- (f) Low battery condition of transmitter and/or receiver unit.
- (g) Tamper of receiver unit (attempts to open housing / moving the unit within the residence)

The receiver/dialer **must** support multiple curfews on the same day.

The receiver/dialer **must** be FCC approved and be designed to function on pulse and touch tone telephone lines.

The receiver/dialer **shall** include an internal clock and memory to store data if communication with the monitoring center is disrupted.

The receiver/dialer **shall** notify the Vendor's central monitoring computer at any time a tamper is attempted on the receiver/dialer.

The receiver/dialer will have a progressive phone line annoyance. If the receiver/dialer attempts to call the monitoring center and the telephone line at the offender's home is in use, the receiver/dialer **shall** notify the telephone user, by audible means that the receiver/dialer is attempting to call out.

The receiver **must** have internal tamper circuitry to indicate that the receiver has been opened, disconnected from the telephone line or disconnected from AC power.

The receiver **must** have an adjustable range with a minimum of three settings (minimum long range to be 150 feet free air) and **must** be adjustable per client at the client's location by Agency personnel or at the central monitoring center computer. (Range adjustments **must** be able to be completed by making a telephone call to the central monitoring computer).

The receiver/dialer **must** have internal diagnostics which can determine if the receiver/dialer is operating properly and relay the information to the central monitoring computer.

The receiver/dialer **must** be capable of storing at least 500 events to provide continuous monitoring during periods of power failure or interrupted telephone service. A time stamp for each event is required.

The receiver/dialer **must** not lose any events after loss of internal backup battery power.

During periods of inactivity, the receiver/dialer **must** randomly communicate with the central monitoring computer every two (2) to six (6) hours. Vendors **must** have the ability to increase or decrease the frequency of communications with the central monitoring computer.

The receiver/dialer **must** have the ability to be paired with any transmitter. Matching of receiver/dialer and transmitter will be accomplished at field location and/or through Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units in order to limit costs associated with inventory management. Field pairing is preferred.

The receiver/dialer **must** offer a fully integrated cellular option.

The cellular receiver/dialer **must** have the ability to allow participant to place outbound calls to pre-programmed numbers and must allow for officers to place inbound calls to the participant in the residence.

The cellular receiver/dialer **must** have the ability to have multiple transmitters assigned to a single unit.

VIOLATIONS - Notification of client violations **shall** be made to the appropriate Agency personnel. Notifications will be made immediate, next day, or next business day basis. Client violations and equipment status information will be documented and maintained by the Vendor. Notification capability by fax, phone pager, internet E-mail or cell phone **must** be available.

The system should have a notification policy for client violations that allows the Agency to establish distinct levels of security on a client-by-client basis.

The system should have the capability of transmitting reports or violations by pager, FAX, telephone or E-mail.

Reports should include client activity, curfew violations, and other alert conditions; e.g., "disconnects", "tamper", "power loss".

All violation reporting intervals should be determined by written request of the Agency. An Agency **shall** choose any level for any breakdown of its caseload and further may change a clients notification level at will. The Vendor should adjust its policy to meet notification intervals desired by the Agency.

The Vendor **must** provide remote access to the Vendors monitoring center via remote computer terminal and/or Internet Access.

The monitoring center should be devoted to providing electronic monitoring services for base continuous signaling monitoring units Any optional service being monitored by a vendor within their monitoring center must be described in the quotation.

The Vendor **must** have a written security plan for the monitoring center. The center **must** be located in a secure venue and be equipped with a functional alarm system and be security patrolled.

The Vendor's monitoring center **shall** be equipped with spare computers and associated peripheral equipment to be utilized as immediate back-up should one of the main computers go down.

The system with all associated equipment and services **shall** be located in a secure, controlled access and air-conditioned facility.

All telephone lines into the monitoring center facility should be recorded for later playback

The system **shall** be capable of continuously receiving, and storing all data sent by home monitoring units. All data **shall** be continuously stored electronically, accessible by officers via the Internet, and be printable in various formats, as required

The system **shall** enable officers with properly configured laptop and/or home personal computers (including Microsoft Internet Explorer or Netscape web browser version 4.0 or later) to access their caseloads from home or any location via Internet access using the password from the Vendor.

MONITORING SERVICES/SYSTEM COMPUTER HARDWARE AND/OR SOFTWARE

The Vendor will be responsible for the first ten percent (10%) all costs associated with damaged, lost or stolen equipment, i.e., the first 10 units of 100, or 10% of the number of units supplied during each year.

All equipment **shall** be of the same type and model and from the same manufacturer unless expressly approved by the Agency.

All devices mentioned in this RFP **must** be monitored through one application, accessible at all times to officers and monitoring center staff.

At the Agency's request, the Vendor **shall**, at no charge, replace equipment, computer software or additional related equipment in the Agency's possession with any upgraded equipment that the manufacturer/ Vendor may develop and place in service during the term of the contract. If requested by the Agency, equipment **shall** be replaced as it is removed from an offender's home at the end of an electronic supervision period.

The Vendor **shall** be responsible for all equipment installation until Agency personnel are fully trained in the use and installation of the equipment. The Vendor will provide tools, tool kits and activators as requested by officers, to include one set of each for 35 officers and one set of each for additional officer in the event of an increase in personnel.

Electronic supervision equipment installed in the offenders' homes **shall** be capable of communicating with the computer, at a central monitoring center 24 hours per day and seven days per week.

A copy of the training procedures will be forwarded to the Agency when requested.

Any equipment, consumables, attachments and supplies **must** not be available to the public and/or commercially available.

A warranty against manufacturer's defects **shall** be provided for the length of the contract. In the event of a contract renewal, the warranty shall also be renewed.

The Vendor **shall** have a formal quality control program in place that will provide assurance of the services provided in this contract. A copy of the quality control program **shall** be submitted with the quotation.

The system, at a minimum, **must** have the ability to electronically monitor a person's presence or absence at a specific location at specified time periods. The base system **must** be a continuous signaling, radio frequency-based transmitter and receiver/monitor and require no active participation by the client.

The monitoring equipment offered in the bid should be of the latest technology available from the manufacturer of the equipment.

The system **shall** use standard telephone lines to communicate between the individual transmitters/receivers and the monitoring center.

The system **must** offer a integrated cellular option to communicate between the individual transmitters/receivers and the monitoring center. The cellular receiver **must** be able to receive a

telephone call from the officer and/or monitoring center and **must** have the ability to be programmed with a per-determined outbound telephone number.

The Vendor **must** explain its policy fully on the cost to the WV DOC of any unused monitoring units, add on components or other equipment provided.

The Vendor **must** be the manufacturer of the equipment or an authorized and certified distributor of the equipment.

Equipment **must** be designed with an emphasis on ease of use and to reduce officer field time required to activate, install, and maintain equipment.

Each transmission from the transmitter to the receiver/dialer **shall** be at fixed intervals not to exceed twenty-five (25) seconds between transmissions. In the event of missed transmissions, the receiver/dialer **shall** report a leave to the receiver/dialer within an adjustable window of two (2) minutes to ten (10) minutes of missed transmissions.

The Vendor **shall** notify the Agency staff of any or all of the following events:

Unauthorized absences from the residence.
Failure to return to residence from a scheduled absence
Late arrivals, early departures from residence.

Equipment (including, but not limited to transmitter and receiver/dialer) malfunctions.
Entry into exclusion zones or exit from inclusion zones for location tracking equipment..
Tampering with equipment
Loss of electrical power or telephone service
Location verification failure.
Missed calls from the receiver/dialer

Access to the monitoring center and all records it houses **shall** be restricted to only authorized individuals

The monitoring center **shall** provide a means of secured communication with Agency staff to guarantee the security of data

The monitoring center **must** provide a computer database that is programmable for all client information (e g , demographic data, employment and school information, curfews) The system should be upgradable to permit the addition of information as needed. The monitoring center should be able to accurately modify offender information when requested to do so by Agency staff

The Agency **shall** be notified in advance, and in writing, of any change in the location of the monitoring

center or any backup center.

The monitoring center **shall** have contingency plans in place in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the monitoring center,

The monitoring center **must** have a central computer that employs a fully redundant data storage system in addition to a remote backup computer with all monitoring software installed. In the event of a system failure, the alternate computer's records **must** be updated with the most recent monitoring data and the alternate system **must** immediately be placed on line, ensuring virtually uninterrupted monitoring.

The monitoring center should have multiple options for notifying Agency personnel of any unauthorized absences, late arrivals, equipment malfunctions, tampering, loss of power, or other activities indicating a violation or equipment problem for the offender. The center should be able to develop a schedule for notification and use the communications methods preferred by Agency staff.

The monitoring center must be staffed with qualified, trained response personnel twenty four (24) hours per day, seven (7) days a week..

The monitoring center must be staffed with knowledgeable technicians who can provide on-call technical assistance at all times, 24 hours a day 7 days a week.

Field Monitoring Devices:

Field monitoring systems **must** be hand-held and portable, capable of being utilized by Agency personnel in the field and in an automobile to receive signals from transmitters

Field monitoring devices **must** be FCC approved.

The portable unit **must** receive signals from a transmitter regardless of where the transmitter is located.

Field monitoring devices should receive signals from transmitter units at a minimum range of 500 feet,

Field monitoring devices **must** include an external antenna to receive signals from transmitter units while using the drive-by unit inside an automobile

Field monitoring devices **must** have the capacity to effectively store up to 500 transmitter events and record the date and time of such events

Field monitoring devices **must** have the ability to distinguish between several transmitters in a given location.

A field monitoring device **must** be able to download its log (stored information/events) to a personal

computer or the host computer.

The field monitoring device **must** run on 12-volt automobile current and run a minimum of 8 hours on its internal, rechargeable battery.

The field monitoring device **shall** be equipped with a 110 volt wall adapter to charge the internal battery in less than 12 hours..

The field monitoring device should be equipped with a digital display which will show client ID number, data and time of event and transmitter status including any tamper indication and low battery

SATELLITE MONITORING (GPS)

The provider **must** be capable of offering a GPS portable tracking device that is capable of operating in a passive or active mode and is able to monitor, track and log a participant's movements in and out of their residences at all times.

The system **must** be able to create/use a mapping system that would identify the inclusion zones and exclusion zones. The mapping system **must** be the most current system available and **must** include any and all geographical landmarks.

In case of any violations the GPS device **must** alert the offender by a minimum of 2 of the notification types, in real time. (Vibration, text messaging, LED lights)

The supervising officer/Agency/supervisor **must** be notified of requested violations via fax/pager/telephone/cellular telephone and or e-mail

The system **must** be able to be located by the supervising officer/Agency/supervisor at any time to ascertain the participant's location

The portable GPS tracking system **must** have the ability to transmit the data via landline.

The portable tracking device **must** be able to be programmed from a remote computer workstation which is capable of creating inclusion zones and exclusion zones

The device **must** be able to be programmed to be able to take actions from the field in the event of a violation

The field equipment **must** be equipped with built-in circuitry that will transmit an alarm signal in the event of tampering or removal

The transmitter **must** not be a safety hazard or restrict the participant's activities.

The transmitter **must** be small and lightweight.

The battery in the transmitter **must** have at a minimum a one (1) year life expectancy for operation of the bracelet, and must be rechargeable if a body worn GPS.

It is preferred that the device be attached to the participant using a reusable or a field replaceable strap that is adjustable to fit the participant

The GPS device **must** be able to store contact points in the event that cellular coverage is lost.

The GPS device **must** be equipped with the technology to locate the device in the event it is discarded by the participant.

The GPS device **must** be able to withstand the everyday environment of the participants and also must be waterproof.

The GPS device **must** be able to report whether it is being charged or not and alert the supervising officer/Agency/supervisor of a low battery.

The GPS device **must** be equipped with a minimum battery life of 24hours while the participant is away from their home

The GPS device **must** be FCC compliant, be surge protected and be made of hypoallergenic material.

The GPS system must use a software application that should be quick and simple when entering basic data for operational use

It is preferred that the GPS software application be a secure web based application that is accessible from anywhere for authorized users only without software installation on Agency computers.

Provider's mapping software **must** have the ability to zoom in or out on any area of the map .

Provider's software **must** have the ability to play back location history like a VCR – play, pause, rewind, stop, and fast-forward.,

Provider's software **must** have the ability to see an offender in real time or history of previous location points

Provider's software **must** have the ability to show speeds, stops, and movements.

Provider's software **must** have the ability for authorized users to print from a map or any report screen.

Provider's software **must** have the ability to establish inclusion and exclusion zones around fixed locations.

Provider's software **must** have the ability to create customized schedules for each participant.

Provider's software **must** have the ability to build circular and multi-shaped inclusion and exclusion zones.

Provider's software **must** have the ability to enter a point in time and address and search all participants that have come within range of the point (e.g. a crime committed in a certain location at a certain time).

ALCOHOL DETECTION SYSTEM

A secure breath-alcohol detection device that is capable of monitoring alcohol consumption (BAC) by the offender.

Consumables included at no additional cost.

The alcohol device **must** transmit a picture of the offender to verify he/she is in fact in the residence.

The alcohol device **must** offer random and scheduled outgoing tests to authorized location(s).

The device **shall** offer an automated scheduler preferably in the vendor's software package.

The alcohol device **must** have automatic retries for failed tests.

The alcohol device **must** have flexibility with respect to the number of testing periods and frequency of tests.

The alcohol device **must** allow the participant to take an on demand alcohol test.

The device **must** have optional cellular functionality.

The device **must** have RF capability to contain home detention requirements.

Mobile Monitoring Device

The Vendor **must** provide the agency staff with a mobile hand held device with an application to monitor participants while in the field.

The mobile monitoring device **must** enable DOC officers to view their current case load status at any given time.

The mobile monitoring device **must** enable officers to contact participants and fellow officers directly from the manufactures application.

The mobile monitoring device **must** support all technologies (RF, GPS and Alcohol)

Warranty:

The vendor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of West Virginia under this contract. The vendor acknowledges that the Uniform Commercial Code applies to this contract. In general, the vendor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the vendor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. If problems arise, the vendor will repair or replace (at no charge to the State) the product whose non-compliance is discovered and made known to the vendor in writing. Nothing in this warranty **shall** be construed to limit any rights or remedies the State of West Virginia may otherwise have under this contract with respect to defects in any item or hardware, software, and or firmware delivered, developed, or modified under this contract.

Mandatory Pre-Bid Meeting:

A mandatory pre bid conference will be held August 30, 2011 at 10:00 am at the following address and location:

West Virginia Division of Corrections
Building 84
1409 Greenbrier Street
Charleston, WV 25311

To pre register please call Ad Oji, 304-558-2036 extension 53456 or register by email, Ad.D.Oji@wv.gov

Award:

The contract will be awarded to one (1) vendor with the most complete bid meeting all of the specifications with the lowest total amount.

Product Information:

Vendor should submit all specifications for all equipment items by providing brand, manufacturer, model, etc. brochures or some other form of specification literature with their bid. Vendors should also provide description of services to meet stated requirements, as well as provide vendor's Quality Control Program and policy on unused monitoring units.

If this information is not provided with the bid, the information will be requested by the Purchasing Division prior to the award of the contract. The vendor will have seven (7) business days from the date of the request to submit the requested documentation to the Purchasing Division.

**COR61536
ELECTRONIC MONITORING (EM)**

Vendor must provide pricing for complete monitoring services.

Item #	Description	Estimated Quantity	Unit Price Per Day	Times 365 Days	Total Price Per Year
1	0-100 RF Landline Unit	100		365	
2	101-200 RF Landline Unit	200		365	
3	201 + RF Landline Unit	300		365	
4	RF Cellular units	35			
4	0-50 Drive-By-Units	50		365	
5	0-35 GPS Passive Units (1 minute points)	35		365	
6	0-35 GPS Active Units (1 minute points)	35		365	
7	0- 100 Remote Alcohol Detection Systems Landline w/RF	100		365	
8	0-50 Cellular Remote Alcohol Detection Systems w/RF	50		365	
9	0-25 Mobile Monitoring Device	25		365	
				Grand Total	\$

Company Name: _____
 Address: _____
 City, State Zip: _____
 Phone No.: _____
 Fax No.: _____
 Contact Name: _____

Failure to use this form will result in automatic disqualification.

RFQ No. CDR61536

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.

ATTACHMENT
P.O.# COR61536

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

Signature Date

Title

Title

Company Name

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: _____