



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
COR61548

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
01/12/2012				

BID OPENING DATE: **02/07/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-20		
<p>INMATE TRANSPORT SERVICES</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE INMATE TRANSPORT SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/30/2012. 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> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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.html 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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EXHIBIT 3						
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.						
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.						
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.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
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						

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<p>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 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>						

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				<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:</p>		

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				<p>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 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> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----COR61548-----</p> <p>BID OPENING DATE:-----02/07/2012-----</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>		

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ COR61548 ***** TOTAL:						_____

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COR61548-Inmate Transport Services Specifications

Transport vehicles must accommodate a separate confinement system to support numerous inmates in transport.

The winning vendor must have nation-wide system of "holding cells" for overnight stays; if necessary, during any transport.

The winning bidder must have a female agent present when transporting a female prisoner.

The winning bidder must be able to transport all prisoners in full restraints.

Any prisoners that cannot be transported by ground transportation due to physical/health needs may be able to be transported via air upon mutual decisions by the vendor and the State of West Virginia, and West Virginia must pay the cost of the air travel on a case by case basis, which is exclusive of the flat ground charge quoted.

The winning bidder must have a minimum of 5 years prisoner transport services experience.

The winning bidder must provide and maintain general auto/liability insurance coverage, minimum amount \$1,000,000.00.

The winning bidder may not be allowed to increase any mileage rates during the initial contract year; if any price increase for renewal years. It must be documented, and submitted for the applicable time period tied to the Consumers Price Index only- no other price increase will be accepted.

Ground mileage rates must apply for all states, exclusive of Alaska and Hawaii.

Transport agents must have prior law enforcement, armed transport experience-resumes and references should be submitted.

Qualifications:

Qualifications/ Scope of Service:

The winning vendor will need to offer interstate and intrastate transportation and transport prisoners in a safe, secure, and humane manner. The vendor should be able to handle every type of transport including, but limited to, short notices; Form 6; Governor's Warrants; special needs; and juveniles.

Transport:

The vendor's agent/inmate ratio shall be two extradition agents for every 1-12 inmates.

Operational Ground Transportation System:

The vendor's employees shall be available 24/7, 365 days a year to assist users departments with any questions regarding prisoner tracking.

United States Department of Transportation:

The vendor shall meet all requirements for limits on continuous travel, hours, and miles as governed by the United States Department of Transportation.

Pre-Employment Screening of Preferred Certified Personnel:

New-hire employees are preferred to have two years previous military, corrections, or law enforcement experience, and must undergo and pass a comprehensive background check, fingerprint-based search, credit report check, physical examination, controlled substance test and a personal interview.

Training:

The primary function of the vendor is to transport prisoners in the most safe and secure environment possible. The vendor shall achieve this by providing a comprehensive training program that shall include classroom instruction, as well as well extensive hands-on application. The vendor's basic and in-service training is second to none, and shall include, but shall not limit to: 1) Proper use and application of restraints; 2) Searches of prisoners; 3) Use of force to include use of appropriate weapons and chemicals, if applicable; 4) CPR and first Aid; 5) Map Reading; and 6) defensive driving.

All new agents, regardless of experience, are assigned to a number of different Senior Training Agents for a minimum of 90 days. After that period, if the agent candidates are not able to perform the required tasks with optimum proficiency, they are subsequently terminated. If

they are selected, candidates must then complete a 6-month probationary period in order to retain their position with the vendor.

In-Service training is a critical and mandatory step in maintaining the skills and professionalism of the agent force. All agents are required to complete In-Service Training once per calendar year.

Interstate Transportation of Dangerous Criminals Act of 2000:

The vendor shall comply with all regulations governed by the Interstate Transportation of Dangerous Criminals Act of 2000 (Jeanne's Act.)

Female Inmates:

The vendor shall make every attempt possible to ensure that female inmates are transported with a female agent on board.

Inmate Meals:

As mandated by the American Correctional Association Standard 4-44328, inmates must be provided with three (3) nutritionally adequate, appealing meals daily, including two (2) hot meals and beverages. All efforts shall be made to ensure meals must meet dietary needs and/or religious preferences.

Customer Relations:

Orders are received by our Customer Relations Department by email, fax, and phone. That order is then confirmed with the requesting agency. The order is then submitted electronically in the vendor's automated order entry, dispatch, and scheduling system. The state-of-the-art system shall allow the vendor to electronically track the inmate's status from the initial order to drop off the inmate. The order is then transported to the Scheduling Department where it is assigned. The holding facility will be notified of the vendor's scheduled arrival time and the prisoner is subsequently picked up. The vendor's extensive nationwide air and ground system shall have the ability to service the vendor's customers coast to coast.

Scheduling:

Pickup and delivery shall be coordinated by the vendor. The only request that we have of the customer is that they teletype the holding agency and notify them that the vendor is the authorized agency to transport the inmate.

Vehicles:

The vendor's vehicles shall be able to seat eight (8) inmates in the back and four (4) in the front. The front seat section shall have a segregation gate to isolate female, disruptive, or high-risk inmates. The compartments in the vehicle need to be designed for maximum security while also providing quick access to remove inmates in the event of a emergency. The vehicle must be equipped with restraints that would include handcuffs, leg irons, waist chains, black boxes, and interconnect chains that must be carried aboard the vehicle. Additional equipment that may be included but not limited on the vehicle is prisoner clothing, road triangles, CPR masks, first aid kits, fire extinguishers, cell phones and blankets.

Medical:

The vendor shall provide a safe and effective method of travel for inmates with special needs, medical conditions, and/or communicable diseases. Certain diseases will not allow the inmates to be transported with other inmates and can pose a problem in housing that inmate throughout their transport. If a event like this would occur, the inmate may be transported via commercial air or transported alone in a special needs vehicle. If this would be needed, the various operations and costs associated with the special move will be discussed with the customer first. Theses transports may present a greater exposure to medical expenses and possibly other related costs that the vendor shall attempt to minimize as much as possible. Theses transports are quoted on a case-by-case basis.

When medication is supplied by the holding facility, it will be distributed as prescribed while the inmate shall be in the vendor's custody. A minimum amount will be requested depending upon anticipated length of trip. If additional medication may be needed, it may be purchased and billed to the customer. All medication that happens to be dispensed at the time shall be recorded and initialed by the inmate at the time of the medicine being dispensed. Any inmate that shall require injections, such as insulin, must either be administrated by the inmate their selves or by a trained medical personnel.

Inmate Property:

Property no larger than 12x12x12 shall be accepted; this doesn't include electronic equipment such as televisions, radios, cell phones, etc. All property shall be logged on the vendors property form and must be signed by the inmate at pick up and drop off time.

Inmate Housing:

The periodic housing of inmates while in transit is part of the vendor's ground system. The vendor shall have relationships with detention facilities throughout the United States. Inmates must be housed in a secure facility that must be provided with a bed, shower, and meals during the time that they are in the facility. The vendor's agents shall stay in a hotel that is located close to the facility. All of these costs shall be included in the initial price quote. In the event that there would happen to be a medical emergency, and an extended stay shall be necessary, housing would be handled in the same manner. If an inmate would happen to experience a medical emergency, the inmate and possibly the customer shall be responsible. The vendor shall maintain frequent contact with the client during these rare situations.

Notification of Delay:

In the event of unusual incidents, emergencies are controversial situations: the vendor shall immediately notify the appropriate parties. The unusual incident, emergency or controversial situation should include, but not to be limited to, any act of violence by prisoners or other passengers, any escape or attempted escape, breach of security, any use of excessive force, excessive delay in the transportation of a prisoner, any medical condition, any prisoner requiring medical treatment, mechanical failure, or any refusal of law enforcement agencies to release a prisoner to the vendor shall be authorized or directed by the Department.

Escape and Attempted Escape:

The vendor agents shall be properly trained in maintaining complete control of the prisoners while in the vendors' custody. In the event of an attempted escape and/or escape, the vendor shall immediately report the incident to the proper authorities and the Department.

Extradition Timeline:

Although federal law stipulates a period in which to extradite a prisoner, common practice shall be 10 days. The vendor shall operate more efficiently if the vendor shall receive as much notice as possible. The vendor shall accommodate shorter times if possible in their system, but if not, the vendor shall apprise the customer of the time frame and amount of time needed. The vendor may routinely transport prisoners by air travel. Each time an inmate is moved by the air, the customer must be given an all-inclusive price quote in advance.

Award:

The contract will be awarded to the vendor with the most complete bid meeting all of the specifications with the lowest grand total. Estimated quantities on the attached bid form are for bidding purposes only, more or less may be utilized by the agency.

INMATE TRANSPORT SERVICES
 BID FORM

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Inmate Transport Services:	100 ea.	\$	\$
2	Minimum Trip Fee:	100 ea.	\$	\$
3	Court Date, Release Date, Form VI	100 ea.	\$	\$
4	Special Needs / Medical Pricing: (Listed Below)	10 ea.		
	Tuberculosis:	10 ea.	\$	\$
	Broken Limbs in Casts:	10 ea.	\$	\$
	Diabetic:	10 ea.	\$	\$
	Wounds:	10 ea.	\$	\$
	Suicidal Diagnosis:	10 ea.	\$	\$
	Nervous Disorder / Seizures	10 ea.	\$	\$
	Hepatitis:	10 ea.	\$	\$
	HIV / AIDS:	10 ea.	\$	\$
	Cardiac Conditions:	10 ea.	\$	\$
	Urinary Conditions:	10 ea.	\$	\$
	Pregnancy:	10 ea.	\$	\$
	Surgery:	10 ea.	\$	\$
	Oxygen:	10 ea.	\$	\$
5	Transport Outside the Continental United States	5 ea.	\$	\$
6	Cost Per Mile: Male Prisoners	70 ea.	\$	\$
7	Cost Per Mile: Female Prisoners	30 ea.	\$	\$
8	Minimum Trip Fee:	100 ea.	\$	\$
9	Exact Day Pickup:	50 ea.	\$	\$
Grand Total:				\$

Vendor Name: _____
 Contact Name: _____
 Address: _____

 Phone No. _____
 Fax No. _____
 Authorized Signature: _____

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.