



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

# State of West Virginia Master Agreement

Order Date: 07-22-2022

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0212 0212 FNGPRNT22 1	Procurement Folder:	1078352
Document Name:	STATEWIDE CONTRACT FOR APPLICANT FINGERPRINT SERVICES	Reason for Modification:	
Document Description:	Statewide Fingerprinting Services	Award of CRFP SWC22*02	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-08-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-07-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000187048 IDEMIA IDENTITY & SECURITY USA LLC 340 SEVEN SPRINGS WAY STE 200  BRENTWOOD TN 37027 US Vendor Contact Phone: 978-932-2200 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jessica L Hovanec Requestor Phone: 304-558-2314 Requestor Email: jessica.l.hovanec@wv.gov  <b>23</b> FILE LOCATION _____  <b>2 CFR 200 Compliant</b>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

Total Order Amount:

Open End

Purchasing Division's File Copy

**ENTERED**

PURCHASING DIVISION AUTHORIZATION  
DATE: 7/26/2022  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: 7/29/2022  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 8/1/2022  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, IDEMIA Identity & Security USA LLC USA, agrees to enter into an open-end contract with the State of West Virginia and Political Subdivisions, to provide statewide, electronic, live-scan fingerprinting services, per the specifications, terms and conditions, bid requirements, Addendum No. 1 dated 06/21/2022, Addendum No. 2 dated 06/24/2022, and the Vendors submitted and accepted bid, dated 07/05/2022, incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121602			EA	14.000000
	Service From	Service To			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Electronic Rolling/Submission Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	92121602			EA	14.000000
	Service From	Service To			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Manual Rolling Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	92121602			EA	14.000000
	Service From	Service To			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Card Conversion/Submission Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	92121602			EA	20.000000
	Service From	Service To			

**Commodity Line Description:** Fingerprint services - State fee set by state statute

**Extended Description:**

Set by state statute -

State fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	92121602			EA	10.000000
	Service From	Service To			

**Commodity Line Description:** Fingerprint services - State fee set by state statute

**Extended Description:**

Set by state statute - State Authorized Central Abuse Fee, if applicable

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	92121602			EA	10.000000
	Service From	Service To			

Commodity Line Description: Fingerprint services - State fee set by state statute

Extended Description:  
Set by state statute - State NCPANCA fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	92121602			EA	13.250000
	Service From	Service To			

Commodity Line Description: Fingerprint services - FBI set fee

Extended Description:  
Set by FBI - FBI fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	92121602			EA	13.250000
	Service From	Service To			

Commodity Line Description: Fingerprint services - FBI set fee

Extended Description:  
Set by FBI - FBI NCPA/VCA Volunteer fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	92121602			EA	10.000000
	Service From	Service To			

Commodity Line Description: Fingerprint Services

Extended Description:  
Additional Fee for Onsite Fingerprint Services (Per Print)

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of FIVE (5) YEARS. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

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

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

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

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

(Name, Title) Meg Peterson, Manager, Business Development

(Printed Name and Title) Meg Peterson, Manager, Business Development

(Address) 11951 Freedom Drive, Ste. 1800, Reston, VA 20190

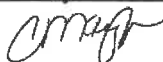
(Phone Number) / (Fax Number) 978-427-7818

(email address) meghan.peterson@us.idemia.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Idemia Identity & Security USA LLC

(Company) 

Sr. Vice President, Justice & Public Safety

(Authorized Signature) (Representative Name, Title)

Casey Mayfield, Sr. Vice President, Justice & Public Safety

(Printed Name and Title of Authorized Representative) (Date)

Phone: 217-720-5277

(Phone Number) (Fax Number)

casey.mayfield@us.idemia.com

(Email Address)

## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

By: Jessica L Hovanec

Printed Name: Jessica Hovanec

Title: Senior Buyer

Date: 07/22/2022

Vendor Name:

By: CM Mayfield

Printed Name: Casey Mayfield

Title: Sr. Vice President, Justice & Public Safety

Date: 7/20/2022

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

## 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

## Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

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**End of Document**

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EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ [ X ] – Not Applicable Because Contract Not for Construction

☐ [ ] – Federal Prevailing Wage Determination on Next Page

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **SECTION 4: PROJECT SPECIFICATIONS**

- 4.1. Background and Current Operating Environment:** During Fiscal Year 2021, approximately 65,000 individuals were fingerprinted for non-criminal purposes. In total, the State anticipates an estimated 70,000 sets of fingerprints will be obtained statewide through this contract for non-criminal applications on an annual basis. It is anticipated that this will increase at a rate of approximately five (5) percent annually.
- 4.2. Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.
- 4.2.1. Goals and Objectives –** The project goals and objectives are listed below.
- 4.2.1.1 Provide statewide electronic live-scan fingerprinting services for non-criminal justice purposes.**
- 4.2.1.2 Provide a Customer Service Center to serve as a single point of contact.**
- 4.2.1.2.1** The Vendor should describe in detail their plan to provide a customer service center and include the hours of operation, where the center will be located, and number of staff assigned. The plan should also detail the type of service the center will provide to the Applicant upon calling. The customer service center must take care of all issues concerning fingerprinting, billing, availability, locations and complaints.
- 4.2.1.2.2** The Vendor should describe in detail their plan to provide web scheduling to the Applicant and Agencies. Included in the plan should be the ability to enter demographic information, pay fees, and retrieve directions to the centers, the availability of the services, when maintenance will be performed and the status of the transactions throughout the process.
- 4.2.1.2.3** The Vendor should describe in detail how they plan on ensuring that Applicant appointments will be scheduled in a timely manner. The Vendor should also describe how the Applicant will be contacted if an appointment would have to be cancelled or rescheduled.
- 4.2.1.2.4** The Vendor should describe in detail the security measures for protecting personal and financial information.
- 4.2.1.2.5** The Vendor should describe in detail how the state can verify the existing web scheduling and test its performance.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

4.2.1.2.6 The Vendor should describe in detail their plan to collect fees from the Applicant and Agencies. Included in this plan should be the forms of payment online, at fingerprint centers and prepaid accounts set up with governmental agencies.

### **4.2.1.3 Provide electronic fingerprint capture service locations (sites).**

4.2.1.3.1 The Vendor should describe in detail their plan to provide electronic fingerprint capture services for West Virginia. Included in the plan, the Vendor should list site locations, ADA compliance measures, staffing related to site centers, receipt process for Applicants at site locations, and the communication process to site locations.

4.2.1.3.2 The Vendor should describe in detail their plan to provide mobile on-site fingerprinting services for groups of 25 or more.

4.2.1.3.3 The Vendor should describe in detail their plan for dealing with Applicant appointments. Included in the plan, the Vendor should detail the Applicant identification process, collection of payment, the veracity of Applicant demographic data, release of record authorization process as outlined in 28 CFR 50.12(b,) (Attached as Exhibit B), and the collection of digital prints and signatures.

4.2.1.3.4 The Vendor should describe in detail their plan to provide a receipt to each Applicant to verify successful completion of the fingerprinting service.

4.2.1.3.5 The Vendor should describe in detail the time frame of transmitted results.

4.2.1.3.6 The Vendor should describe in detail their plan for electronic submission acceptance requirements.

4.2.1.3.7 The Vendor should describe in detail their plan on fingerprint technician training procedures and the curriculum used.

4.2.1.3.8 The Vendor should describe in detail the process in which results will be delivered to groups, agencies, and individuals. A web-based portal for results management should be available for Applicants to access information, status, and results.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.1.4 Provide automated results processing capability, security**

- 4.2.1.4.1 The Vendor should describe in detail their plan to collect and house Applicant fingerprint submissions including print images, signatures, and demographic data on a central server, which should at a minimum include their archive retention plan, submission storage format, unplanned outage procedures, re-transmission procedures, and backup plan
- 4.2.1.4.2 The Vendor should describe in detail their plan to connect their central collection server to the state system, in such a way that the information being transmitted is secure and protected.
- 4.2.1.4.3 The Vendor should describe in detail, with examples, their personnel, physical and technical security controls, and policies in place that demonstrates their ability to protect the Applicant information.
- 4.2.1.4.4 The Vendor should describe in detail their plan to provide a central result server, which would house the Applicant background results, and be responsible for making results available and providing notification to the appropriate submitting agencies as well as reporting capabilities. This plan should include at a minimum, the physical location of the server, technical and security controls required to meet the current Criminal Justice Information Services (“CJIS”) Security Policy, the method an agency will use to retrieve their results, what information an agency will have available to them from this server, and the method the State will use to transmit the results to this central results server. The current CJIS Security Policy can be found at [https://www.fbi.gov/file-repository/cjis\\_security\\_policy\\_v5-9\\_20200601.pdf/view](https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view)

### **4.2.1.5 Provide billing system and reports**

- 4.2.1.5.1 The Vendor should describe in detail their plan to provide a billing system with the public/agencies and between the Vendor and the state. The plan should detail the reconciliation process and escrow accounts establishments, the fee structure, and points of contact for discrepancies with billing issues.
- 4.2.1.5.2 The Vendor should describe in detail their plan on providing and developing standard and ad-hoc reports for use in reconciliation and other program objectives. The plan should detail how the state and user agencies will access the reports. The vendor will describe the server for this database and provide screen shots of these reports.
  - Monthly/Annual Summary
  - Monthly/Annual Detail
  - Fee Collection/Billing Reconciliation (for State access only)

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.1.6 Equipment**

4.2.1.6.1 The Vendor should describe in detail how they will capture Applicant fingerprints digitally. Included in the plan, the Vendor should discuss the Live Scan device, ID Authentication plan, the Manual Fingerprint Process, digital signatures, Central Server/Store and Forward configuration, and card scan conversions process.

### **4.2.1.7 Project Management**

4.2.1.7.1 The Vendor will be required to utilize a formalized approach to project management.

4.2.1.7.2 The Vendor should describe in detail the plan on how status updates will be provided on the overall progression of the project at each phase of development.

### **4.2.1.8 Maintenance**

4.2.1.8.1 The Vendor should describe in detail the maintenance levels that will be provided for each of the elements of the network, including software and equipment and how the State would request maintenance and what the Vendor will do to mitigate disruption of service to the Applicant.

4.2.1.8.2 The Vendor should describe in detail the expected response time for maintenance for each element of the services infrastructure, i.e., Live Scan failure, server downtime, website disruption of service, etc.

4.2.1.8.3 The Vendor should describe in detail the call escalation procedure with the name, title, area of responsibility and phone number for each level starting with the state program manager up to the top official in the company.

**4.2.2 Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.2.1 Customer Service Center**

The Vendor must provide a customer service center to serve as a single point of contact for all Applicant needs. The service center must have the following capabilities:

#### **4.2.2.1.1 Call Center**

Vendor must provide a toll-free phone number for Applicants and/or agencies to schedule, change or cancel appointments, provide demographic data, pay fees, request information, and track their transaction. The call center must be physically located within the continental United States and be available from 9am to 5pm local time, Monday through Friday. The Vendor must provide live operators to assist Applicants with appointment scheduling and other program questions as needed.

The Vendor must provide contact information for its current call centers so the State can verify its existence and test its performance.

The Vendor must provide statistics on the number of calls accepted by its call center annually.

#### **4.2.2.1.2 Web Scheduling**

Vendor must provide a secure web site where Applicants and/or agencies can schedule, change, or cancel appointments, provide demographic data, pay fees and retrieve directions to fingerprinting centers. The web site must be available 24 hours a day, seven days a week with minimal downtime for regular maintenance. All scheduled maintenance must be scheduled during off-peak times. All interaction with this web site that includes provision of personal or financial information shall be encrypted using industry standard encryption algorithms such as Secure Sockets Layer protocol (SSL).

The Vendor must provide a link to its existing web scheduling application so that the State can verify its existence and test its performance.

The Vendor must provide statistics on the number of appointments scheduled via web-based application annually.

#### **4.2.2.1.3 Fee Collection**

Vendor must collect all Applicant fees including State and FBI fees. Vendor must accept a) the following forms of payment online: e-check and credit card (at least Visa and MasterCard) and b) the following forms of payment at the fingerprinting location: personal check, credit card (at least Visa and MasterCard) and money order and c) prepaid and/or credit billing accounts for private agencies and employers and d) credit billing accounts for governmental agencies.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

The Vendor must ensure that Applicant appointments are scheduled in a timely manner within 5 business days from the time the Applicant makes initial inquiry unless the Applicant requests an appointment beyond the 5 days.

The customer service center must, at a minimum, provide scheduling of appointments, answer Applicant questions and provide directions. Merely registering Applicants does not meet the requirements of this RFP.

### **4.2.2.2 Equipment**

Vendor will be required to capture Applicant fingerprints digitally.

#### **4.2.2.2.1 Live Scan Device**

All Live Scan or card scan equipment used to support the Applicant Fingerprinting Service project must be certified according to the FBI Image Quality Standards (IQS), Appendix F Standards. The Vendor must provide a copy of the FBI certification letter prior to award.

Live Scan equipment must be able to build and submit records at 500 PPI resolution in compliance with the state Interface Control Document (ICD), state National Institute of Standards and Technology (NIST) definitions including records Type 1 (Header Information), Type 2 (Demographics), Type 8 (Signature), and Type 14 (flat and rolled). This ICD document can be found in Exhibit C.

The live scan device must be capable of capturing 500 PPI 4, 4, 2 slap only capture.

The Live Scan device will assign a transaction control number (TCN) which will be unique and used to track all submissions throughout the fingerprinting process. The format of the TCN is shown in the ICD document in Exhibit C.

The Live Scan device must provide necessary data fields required to process the transaction through the State's Automated Fingerprint Identification System ("AFIS") System. Unique data fields are required to be transmitted within the NIST file and can be found in Exhibit C. The Vendor will be required to contract with the State AFIS Vendor for the development and testing of this interface.

#### **4.2.2.2.2 ID Authentication**

The Vendor personnel must require the Applicant to provide valid governmental photo identification for proof of identity at the fingerprinting session using the most current ID Verification guide approved from the Compact Council established by the National Crime Prevention and Privacy Act of 1998.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.2.2.3     Manual Process**

The Vendor shall have the capability to provide an Applicant with a completed manual inked or electronically printed FBI standard fingerprint card if requested.

### **4.2.2.2.4     Digital Signatures**

The Vendor is required to collect a digital signature from each Applicant at the time of fingerprinting following the Applicant's review and acknowledgement of terms and conditions related to the release of the Applicant's criminal record.

The Vendor must provide an example of where it has used signature capture devices in an Applicant fingerprint network and statistics on the number of Applicants processed utilizing this equipment.

### **4.2.2.2.5     Central Server/Store and Forward**

The Vendor must provide a central server configuration that will receive and process electronic demographic, signature and fingerprint image information from the remote fingerprint capture locations. This component must include a secure communication line from the central server to the state network and equipment allowing for submission to the State's AFIS system for transaction processing. This interface requirement is defined in the State ICD document attached as Exhibit C.

The Central Server must have adequate disk storage to retain 3 months of fingerprint submissions in the event a communications circuit is not operational. Upon restoration of communication, the information must be sent to the criminal records repository without the need to re-fingerprint the Applicants.

All fingerprint images, signature images, and demographic data shall be archived by the Vendor and shall remain the sole property of the State. The fingerprint images, signature image, and demographic data shall be stored in a non-proprietary electronic fingerprint transmission specification ("EFTS") format, meeting all State and FBI standards. The Vendor shall store these existing fingerprint images, signature images and demographic data with the ability to retrieve and transmit to the State. The database shall be purged of all transactions after one year from the date of submission. A Backup copy of the database will be written to an external location on the WVSP network daily.

The archive may be used for the subsequent transmission of archived data for statutory re-licensing issues. The archive may also be used for the re-transmission of any unsuccessful transmission.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

The Vendor must develop a re-transmission procedure with individual user agencies to ensure that the correct records are submitted for re-transmission and that the accompanying demographic data is correct.

A Network share on this server will be created so that the Staff of the WVSP and Vendor may exchange sensitive data in a secure manner.

An administrator account will be provided to the WVSP for audit purposes on the server.

The Vendor must disclose its annual volume of Applicant fingerprint transactions processed through existing central servers, preferably with Vendor's proposal, but prior to award at the latest.

### **4.2.2.2.6 Card Scan Conversion**

User agencies' Applicants using manual "ink and roll" fingerprint cards will forward fingerprint cards to the Vendor. The Vendor shall conduct a technical examination of the fingerprint images to ensure a successful conversion into the electronic medium at 500 PPI. Fingerprint images that do not pass the Vendor's technical examination shall be returned to the Applicant with a request for the bad prints to be re-rolled. The criterion for defining an "acceptable" quality fingerprint will be agreed upon by the Vendor and the State.

The Vendor shall convert data, signature and acceptable flat and rolled "ink and roll" fingerprint cards into an electronic medium whereby they may be transmitted electronically per the ICD found in Exhibit C. This conversion and electronic transmission to the State must occur within 48 hours of receipt by the Vendor.

Following conversion, the Vendor shall document the transaction number of the electronic submission on the manual card and store the electronic record of the card and record release authorization on the State Central Repository.

The Vendor must provide an example of where it has performed card scanning in an Applicant fingerprinting network and statistics on the number of Applicants processed utilizing this equipment.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.2.3 Electronic Fingerprint Capture Service**

#### **4.2.2.3.1 Fingerprinting Sites**

All fingerprinting sites must be ADA compliant.

Fingerprinting sites must be established and staffed in such a manner as to ensure meeting the 5 business days scheduling requirement. No Applicant should have to travel more than a maximum of 35 miles (one way) to access fingerprinting services. The Vendor will provide at a minimum, mandatory site locations within a ten (10) mile radius of the most populated cities in West Virginia; Charleston, Huntington, Martinsburg, Morgantown, Beckley, Elkins, Wheeling, Logan, Princeton, and Parkersburg. Fingerprint sites must be staffed by personnel that are approved by the West Virginia State Police.

Communications, facility, and any other expenses required to perform the fingerprinting services as specified in this contract will be the responsibility of the Vendor.

The Vendor shall provide a receipt in a format approved by the State to each Applicant as evidence of successful completion of the fingerprinting, including the identifying State Control Number assigned and submitted with the electronic submission.

The Vendor may work with user agencies to provide convenient fingerprinting sites as long as the above requirements are met.

#### **4.2.2.3.2 On-site Fingerprinting Services**

Vendor must provide on-site fingerprinting services for groups of 25 or more Applicants. The location must be at the convenience of the requesting agency. The Vendor must provide a point of contact for agencies wishing to use this service. Vendor will be permitted to charge an additional per print fee on top of the other applicable fees for these services but will not be permitted to charge for travel.

#### **4.2.2.3.3 Applicant Appointment**

##### **1) Applicant Identification**

The Applicant must present a valid form of photo ID at the time of fingerprinting. Acceptable forms of photo identification are driver's licenses issued by any state, passport, photo identification card issued by a municipality, county, or state in lieu of a driver's license or a military ID.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

- 2) Collect payment where not paid at the time of appointment scheduling, if applicable.
- 3) Verify Applicant demographic data.
- 4) Provide the release for record check authorization, provide a copy of the challenge process for the state and federal process as outlined in 28 CFR 50.12(b), and collect digital fingerprints and a signature.
- 5) The Vendor shall provide a receipt in a format approved by the State to each Applicant as evidence of successful completion of the fingerprinting, including the identifying State Control Number assigned and submitted with the electronic transmission.
- 6) Records must be transmitted in a timely manner within 24 hours from collection.

#### **4.2.2.3.4 Electronic Submission Acceptance Requirements**

The Vendor must be able to achieve and maintain acceptability rates of more than 98%.

#### **4.2.2.3.5 Fingerprint Technician Training**

The Vendor shall provide well-trained personnel to take fingerprints. The responsibility and costs for training these personnel is entirely with the Vendor.

The Vendor must include a narrative explaining the curriculum used for training/certifying fingerprint personnel.

#### **4.2.2.4 Results Processor**

In order to a) create a single source of result delivery and b) create a secure automated method of processing and reporting these transaction results, the Vendors must provide the State with Automated Results Processing capability.

The results processor must be capable of processing the returned results as specified in the example returns as found in Exhibit C.

In order to accomplish this functionality, all transactions submitted from Live Scan devices must be processed at a Central Transaction Switch. This hardware and software solution, which will be provided by the Vendor, but remain under the physical control and security of the State, serves as the central point of receipt, return, and coordination of all transaction results for any fingerprint or supporting transactions based on an applicant name.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

The Central Transaction Switch must:

- Utilize a database that records transactional data, search results, Applicant information, transaction configurations, and other information necessary for the proper tracking, execution, and result dissemination of all transactions and system function.
- Be easily customizable by the State
- Be capable of programmatically creating and delivering results to authorized entities by email or paper letter, or a combination of both. Provide a Web Server for electronic access to the results over the Internet with the proper security in place to meet the current CJIS Security Policy. This server will show the current status of all transactions in the system.
- Allow the State direct access to the information contained in the database for each transaction, including Applicant information, transaction tracking information, transaction status, and all results data via client software provided to the State for use as a part of the Applicant fingerprinting solution. Access from this software must be controlled by User ID and password. Authorized users must be allowed to change transaction status, reprint results, and perform follow up inquiries to appropriate data sources to complete tasks necessary to adjudicate the transaction. All necessary configuration information including agency and Originating Agency Identifier (“ORI”) information must be table driven and able to be updated by the State.

### **4.2.2.5 Security**

The FBI and the State have computer security requirements, including connection to the Internet by any computer connected to State local area networks or mainframe system. The successful Vendor, including employees and subcontractors working on this project, will be required to comply with current CJIS and National Crime Prevention and Privacy Compact Council Security requirements and policies throughout the duration of this contract award and will sign appropriate agreements and abide by these security requirements.

The successful Vendor personnel, including employees and subcontractors assigned to this project or performing activities related to this project must be approved by the West Virginia State Police.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

All software and hardware systems utilized by the Vendor in the performance of this contract must be secured to prevent unauthorized access. The Vendor must provide the State with its IT Security Policy after award. This policy must encompass all industry standard security measures to ensure access to personal and financial information and systems is limited to those personnel requiring access to perform the duties necessary to accomplish this contract.

At a minimum, the IT Security Policy must address:

- Physical security
- Access security
- Monitoring and auditing capability
- Data encryption
- Internet security
- Communication security
- Intrusion protection
- Virus protection

The personal information obtained from Applicants will not be utilized in any way by the Vendor outside of the performance of this contract. Information obtained from the Applicant cannot be resold, disseminated to any entity, business, or individual. The Contractor will be required to sign a nondisclosure agreement. This agreement is contained in Exhibit D.

The Vendor must provide the State with its Personal Data Privacy Policy.

### **4.2.2.6 Reports**

The Vendor will be required to develop a number a standard and ad-hoc reports for use in reconciliation and other program objectives. These reports must be available for the State and User Agencies to access via a secure web site using a Vendor-assigned username and password. The State will work with the Vendor to identify required data elements for each report. The Vendor will provide the database structure of the store and forward server. At a minimum, the Vendor will be required to produce the following reports:

- a) Monthly/Annual Summary
- b) Monthly/Annual Detail
- c) Fee Collection/Billing Reconciliation (for State access only)
- d) Ad-hoc Reports – 5 free reports to be developed at the mutual agreement of Vendor and the State.

Vendor must provide screen shot samples of each report listed above which have had any actual Applicant data sanitized from view or replaced with fictitious data.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.2.7 Billing**

#### **4.2.2.7.1 Fee Structure**

The Vendor will be responsible for collecting the entire Applicant fingerprinting fee from either the Applicant or the Applicant's sponsoring agency/business. The fee is comprised of:

State fee: \$20.00

State Authorized Central Abuse Fee, if applicable: \$10.00

FBI fee: \$13.25

FBI NCPA/VCA Volunteer fee: \$11.25

NCPA/VCA State fee: \$10.00

Vendor Electronic Rolling/Submission fee: TBD

Vendor Manual Rolling Fee: TBD

Vendor Card Conversion/Submission Fee: TBD

Any invalid fees collected by the contractor, i.e., bad checks, credit cards, etc., resulting in non-payment are the sole responsibility of the Vendor.

#### **4.2.2.7.2 Reconciliation**

The Vendor and the State shall reconcile billing on a monthly basis. All billing reconciliation shall be based upon the successful transmission of an Applicant fingerprint transaction from the contractor to the State. The State will bill the contractor for Applicants fingerprinted at all sites on a monthly basis. The Vendor shall make payment to the State for all applicable State and Federal fees within 30 days of receipt of the bill unless a discrepancy is noted. The State shall send the Vendor a billing report to review prior to sending an invoice. If the Vendor detects a discrepancy, the State must be notified within five (5) days. The State will then send an invoice to the Vendor by the 15<sup>th</sup> of each month.

#### **4.2.2.7.3 Account Establishment and Funding**

The Vendor must provide user agencies with the option to establish a customer account for payment of user agency Applicants' fees. State Agency accounts must be in the form of billing accounts where the agency is billed at the end of the month for all activity on their account for that month. All other user agencies must be able to establish escrow accounts that allow their Applicants to be charged against a balance maintained in the account and/or be permitted to establish credit accounts. If a user agency does not maintain a balance in their account, or fails to maintain a current credit account, the Vendor may refuse to allow Applicants to be scheduled against the account or to continue to offer the agency credit. Vendor may provide credit account to non-governmental agencies.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **4.2.2.9 Project Management**

The successful bidder will be required to utilize a formalized approach to project management:

4.2.2.9.1 The successful Vendor is required to assign an experienced and skilled project manager to the project. The Vendor's project manager will be responsible for the compilation of the project plan and will be required to maintain the detailed plan through the full term of the project or until such time the Vendor has completed the contract obligation.

Upon award, Vendor must provide a project manager to act as the primary contact with the State.

4.2.2.9.2 The project plan will be required to contain, at a minimum, the following components: stakeholder register, communication management, budget management, issue management, change management, risk management, and a detailed schedule that includes a detailed description of the task, the type of resources needed for the task, start date, end date and any task dependencies (predecessors or successors). The Vendor's project manager will also be required to develop a staffing plan. The Vendor's project manager will be required to submit an updated work plan at a frequency that is agreed upon and is documented in the communication plan

4.2.2.9.3 The Vendor's project manager is required to deliver the project plan and staffing plan within 45 days after the award. The Vendor's Project Manager will be responsible for the successful completion of all work tasks and deliverables as defined within the project plan within another 45 days for a total of 90 days after award.

4.2.2.9.4 The Vendor's Project Manager will be required to plan for and conduct status meetings on a periodic and as needed basis to discuss current project activities and address questions, issues, and concerns. A written status report for high level executives will be required. The status report submission frequency is required to be included in the communication plan. This status report is required to include, at a minimum, a health indicator for budget, scope and schedule along with reporting period accomplishments, issues and upcoming action items.

4.2.2.9.5 During the execution of the project, the Vendor's project manager will be required to maintain an issue log, risk log, change log, lessons learned, deliverable log, as well as the execution and management of the project plan.

4.2.2.9.6 The Vendor's project manager will be required to conduct a session for post review of the project. The post review will contain at a minimum, lessons learned, review of issues, review of risks, and review of project team performance.

4.2.2.9.7 The Vendor's project manager will be required to ensure that accreditation and certification is performed during the closing of the project. Accreditation and certification can be done at the end of each phase of the project.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

4.2.2.9.8 The Vendor's Project Manager is expected to work effectively and efficiently under the direction of the awarding agency while adhering to all governing policies, procedures, and standards of each.

**4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1.** The Vendor should have at least 3 (three) successful applicant fingerprinting projects of similar size and scope (equipment installation/training projects are not considered of similar scope) and provide references of such projects.

**4.3.1.2.** References should include projects where services such as call centers, employment of Live Scan operators, centralized data center, and fee collection were provided including:

- Company name, address, and telephone number
- Contact person name, title, business address, phone number and email address
- Annual fingerprint volume
- Brief description of the services provided
- List the agency or agencies using the network
- Description of the technical solution including systems and applications installed
- List of fingerprinting centers including the hours of availability
- Letter of recommendation

**4.3.1.3.** The Vendor should provide statistics on the number of Applicant fingerprinting payment transactions processed annually by payment type.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

**4.3.2. Mandatory Qualification/Experience Requirements** – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.3.2.1.** The Vendor must currently be engaged in at least one successful applicant fingerprinting project of similar size and scope (equipment installation/training projects are not considered of similar scope) and provide references of such project.

**4.4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

**4.4.1.** Vendors will be asked to give an oral presentation of its response to the committee to allow a better understanding of the Vendor's knowledge of the business and the solution being proposed.

**4.4.2.** The interview time shall be limited to Forty-Five (45) minutes with a session for questions and answers after.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **SECTION 5: VENDOR PROPOSAL**

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3. Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**EXHIBIT A: COST SHEET** shall be included in the Cost Proposal. Cost should be clearly marked.

**5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.3.3. Table of Contents:** Clearly identify the material by section and page number.

**5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP section number and restating the RFP request as a header in the proposal, would be considered a clear reference.

**5.3.5. Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

# REQUEST FOR PROPOSAL

## (Applicant Fingerprinting Services)

### SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 50 of the 100 points. Cost represents 50 of the 100 total points.

#### Evaluation Point Allocation:

##### Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (10) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (15) Points Possible

##### Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (0) Points Possible

(Oral interview, if applicable) (§ 4.4) (10) Points Possible

Total Technical Score: 50 Points Possible

Total Cost Score: 50 Points Possible

**Total Proposal Score: 100 Points Possible**

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

**6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (35 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 50

# REQUEST FOR PROPOSAL

## (Applicant Fingerprinting Services)

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$   
Step 2 –  $1 \times 50 = \text{Total Cost Score of 50}$

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of 0.909091 (90.9091\%)}$   
Step 2 –  $0.909091 \times 50 = \text{Total Cost Score of 45.45455}$

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

---

(Company)

---

(Representative Name, Title)

---

(Contact Phone/Fax Number)

---

(Date)

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

### **EXHIBIT A: Cost Sheet**

*Cost information below, as detailed in the Request for Proposal, must be submitted in a separate sealed envelope. Cost should be clearly marked.*

These fees are set in state statute.

State fee: \$20.00

State Authorized Central Abuse Fee, if applicable: \$10.00

State NCPA/VCA fee: \$10.00

These fees are set by the Federal Bureau of Investigation:

FBI fee: \$13.25

FBI NCPA/VCA Volunteer fee: \$13.25

Fees to be determined by Vendor:

<b>Description</b>	<b>Cost Each</b>	<b>Estimated Prints</b>	<b>Total Cost</b>
Vendor Electronic Rolling/Submission fee:	<b>\$14.00</b>		
Vendor Manual Rolling Fee:	<b>\$14.00</b>		
Vendor Card Conversion/Submission Fee:	<b>\$14.00</b>		
Additional Fee for Onsite Fingerprint Service (Per Print)	<b>\$10.00</b>		
		<b>Grand Total:</b>	

# REQUEST FOR PROPOSAL

## (Applicant Fingerprinting Services)

### EXHIBIT B - 28 C.F.R. § 50.12

Code of Federal Regulations
Title 28. Judicial Administration
Chapter I. Department of Justice
Part 50. Statements of Policy (Refs & Annos)

28 C.F.R. § 50.12

#### § 50.12 Exchange of FBI identification records.

(a) The Federal Bureau of Investigation, hereinafter referred to as the FBI, is authorized to expend funds for the exchange of identification records with officials of federally chartered or insured banking institutions to promote or maintain the security of those institutions and, if authorized by state statute and approved by the Director of the FBI, acting on behalf of the Attorney General, with officials of state and local governments for purposes of employment and licensing, pursuant to section 201 of Public Law 92-544, 86 Stat. 1115. Also, pursuant to 15 U.S.C. 78q, 7 U.S.C. 21(b)(4)(E), and 42 U.S.C. 2169, respectively, such records can be exchanged with certain segments of the securities industry, with registered futures associations, and with nuclear power plants. The records also may be exchanged in other instances as authorized by federal law.

(b) The FBI Director is authorized by 28 CFR 0.85(j) to approve procedures relating to the exchange of identification records. Under this authority, effective September 6, 1990, the FBI Criminal Justice Information Services (CJIS) Division has made all data on identification records available for such purposes. Records obtained under this authority may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities. Officials at the governmental institutions and other entities authorized to submit fingerprints and receive FBI identification records under this authority must notify the individuals fingerprinted that the fingerprints will be used to check the criminal history records of the FBI. The officials making the determination of suitability for licensing or employment shall provide the applicants the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record. These officials also must advise the applicants that procedures for obtaining a change, correction, or updating of an FBI identification record are set forth in 28 CFR 16.34. Officials making such determinations should not deny the license or employment based on information in the record until the applicant has been afforded a reasonable time to correct or complete the record, or has declined to do so. A statement incorporating these use-and-challenge requirements will be placed on all records disseminated under this program. This policy is intended to ensure that all relevant criminal record information is made available to provide for the public safety and, further, to protect the interests of the prospective employee/licensee who may be affected by the information or lack of information in an identification record.

# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

EXHIBIT C - Interface Control Document (ICD)

**DESCRIPTOR DATA DICTIONARY**  
**FOR**  
**WEST VIRGINIA STATE POLICE**

ICD-RFP; First Release

## REVISION HISTORY

Version	Date	Summary of Change	Author
First Release	20 August 2010	Document No. ICD - WVSP	PWS

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## **1. INTRODUCTION**

This document contains the Data Dictionary and Interface Requirements for the West Virginia State Police AFIS. The items in the data dictionary are categorized into the following subsections:

- Record Definitions
- Data Definitions
- Pick Lists
- Card Formats
- Interface Requirements

## 2. RECORD DEFINITIONS

The following list is a legend for the West Virginia Tenprint Descriptors table.

Field	Description
Field Name	Short description about the field contents
Char Type	A = alpha, N = numeric, S = special
Max Len	Maximum number of characters possible in one field
Max Occ	Maximum number of times that the field may occur (with different data)
Pick List	Check mark (✓) indicates there is a pick list for the field Auto indicates the value is automatically generated.
Field Num	NIST numerical field number for Printrak BIS.
DL Barcode	Check mark (✓) indicates that the field can be filled by scanning the 2D barcode from the subject's WV Driver License, if the data is available.
Tenprint Entry	Indicates entry condition at the LiveScan/PrintScan Stations and Non-Motorola Devices. M = Mandatory, O = Optional, C = Conditionally – Mandatory, ND = Not Displayed, Auto = Automatically generated Blank fields indicate that the field is not used.
CCH	Indicate the condition for the CCH interface for the Add Request (ADDR) and Update Request (DBUR) transactions.
FBI/Livescan Device	Indicates the NIST field number and conditions for FBI transactions and submissions from Livescan devices.
ADS	Person Record indicates that the field is added/updated to the person folder. Add indicates the descriptors that are added to the ADS. Edit indicates the editable descriptors in Database Maintenance and Quality Control. Retrieve (Ret) indicates the descriptors that may be used to retrieve records in Database Maintenance.

## 2.1 Tenprint Descriptors

The following tables define the tenprint descriptors and their characteristics. The descriptor order indicates the order that is displayed on the screens.

**Table 2-1. Tenprint Descriptors**

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TenPrint
						Applicant
Incident ID	N	12	1		2.601	Auto
Retention Code	A	1	1		2.005	Auto
Last Name	AS	20	1		2.603	M
First Name	A	15	1		2.604	M
Middle Initial	A	1	1		2.605	O
Name Suffix	A	3	1	√	2.606	O
AKA Segment			10			O
Last Name	A	30	1			O
First Name	A	15	1			O
Middle Initial	A	1	1			O
Suffix	A	3	1	√	2.607	O
Date of Birth	N	8	1			O
Social Security Number	N	9	1			O
Scars, Marks, Tattoos	AS	10	1	√		O
Date of Birth	N	8	1		2.022	M
Sex	A	1	1	√	2.024	M
Race	A	1	1	√	2.025	M
Skin	A	3	1	√	2.608	O
Height	N	3	1	√	2.027	M
Weight	N	3	1		2.029	M
Eye Color	A	3	1	√	2.031	M
Hair Color	A	3	1	√	2.032	M
Place of Birth	A	2	1	√	2.020	M
Social Security Number	N	9	4		2.016	O
US Citizen?	A	1	1	√	2.609	O
Country of Citizenship	A	2	1	√	2.021	O

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TenPrint
						Applicant
Miscellaneous Identification Number	ANS	15	4		2.017	O
Driver License Number	AN	20	1		2.610	O
Driver License State	A	2	1	√	2.611	O
Occupation	ANS	50	1		2.040	O
Reason Fingerprinted	ANS	75	1		2.037	M
Type of Search Requested <sup>1</sup>	A	1	1	√	2.043	O
Date Printed	N	8	1		2.038	M
Attention Indicator	ANS	30	1		2.006	O
Send Copy To	AN	19	9		2.007	O
Originating Agency Case Number	ANS	20	1		2.009	O
Request for Electronic Rap Sheet	A	1	1	√	2.070	O
Employer and Address	ANS	120	1		2.039	O
Mailing Address of Subject			1			O
Street	ANS	20	1			O
City	ANS	20	1		2.041	O
State	A	2	1	√		O
Zip Code	AS	10	1			O
Controlling Agency (ORI)	AN	9	3	√	2.073	Auto
Requesting Agency ORI <sup>2</sup>	AN	9	3	√	2.612	O
Billing Number <sup>3</sup>	AN	8	1	√	2.613	M
Facility Number <sup>4</sup>	ANS	16	1		2.614	O
Multiple Agency Release Authorized? <sup>5</sup>	A	1	1	√	2.615	M
Record Type	ANS	20	1		2.624	ND Auto
Operator Taking Prints	ANS	20	1		2.703	M

<sup>1</sup> This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

<sup>2</sup> Requesting Agency ORI is free text entry for the Applicant - NFUF and Volunteer - NFUF LiveScan profiles and selected from a pick list for the Applicant - NFUF card entry and Batch Applicant - NFUF profiles. This field is not used on any other profiles.

<sup>3</sup> This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

<sup>4</sup> This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

<sup>5</sup> This field is used only for the Volunteer NFUF profile.

# WVSP Data Dictionary

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TeaPrint
						Applicant
<b>Mailing Address of Requesting Agency</b>						
Name	ANS	20	1		2.625	M
Street	ANS	20	1			
City	ANS	20	1	√		
State	A	2	1			
Zip Code	AS	10	1			
<b>Image Capture Equipment</b>						
Make	ANS	25	1		2.067	ND
Model	ANS	25	1			Auto
Serial Number	ANS	50	1			Auto
<b>Amputated or Bandaged</b>						
Finger Number	N	2	1	√	2.084	C
Amputated or Bandaged Code	A	2	1	√		M

### 3. Data Definitions

This section defines the Type-2 data fields.

#### 2.005 - Retention Code

This is an alpha field indicating whether the arrest information submitted as a part of a transaction is to be retained as a permanent part of the FBI's Criminal Master File. Submit a "Y" for yes, an "N" for no. For Civil submissions, RET is used to indicate whether the civil submission is to be retained in the civil files. In the case where a Criminal Ident was made against the Criminal File in a Civil Submission (irrespective of the value of RET), under some conditions the record is retained as a Civil Cycle in that Criminal record.

#### 2.006 Attention Indicator

This field shall contain a designation of the individual to whose attention a response is to be directed. Periods shall not be used (e.g., Det. J. Q. Public shall be entered as DET J Q PUBLIC). The value of ATN returned to the submitter is the value submitted. Special characters include any printable 7-bit ASCII character with the exception of the period.

#### 2.007 Send Copy To

This field is used to indicate that additional electronic responses need to be forwarded to agencies other than the contributor by the state identification bureau. Special characters include any printable 7-bit ASCII character with the exception of the period.

#### 2.009 Originating Agency Case Number

This field is used only for the custodial profile and contains the arrest tracking number. Special characters include any printable 7-bit ASCII character.

#### 2.016 - Social Security Number

This field contains the subject's social security number, if known. This number shall be entered as nine consecutive digits with no embedded punctuation characters. No foreign social security numbers shall be used.

#### 2.017 Miscellaneous Identification Number

This field contains miscellaneous ID numbers provided by the subject. A valid MNU may be up to 15 alphanumeric characters in the format aa-nnnnnnnnnnnnn, where

aa is the code for the type of entered MNU and must be one of the following:  
AF, AR, AS, BF, CG, CI, IO, MC, MD, MP, NA, NS, PP, PS, SS, or VA  
- is a fixed hyphen  
nnnnnnnnnnnn is the number with up to 12 characters

#### 2.020 Place of Birth

The subject's place of birth is entered in this field as a two-letter abbreviation. Operator selection is made from the State and Country pick list located in the Pick Lists section.

#### 2.021 Country of Citizenship

This field identifies the subject's country of citizenship. Operator selection is made from the Country of Citizenship pick list located in the Pick Lists section.

#### 2.022 Date of Birth

The subject's date of birth is entered by the operator in this field in the format MMDDYYYY.

For the CCH interface, this field shall the above format.

#### 2.024 Sex

This field is used to report the gender of the subject. The entry is a single character selected from the following pick list.

<u>Code</u>	<u>Description</u>
M	Male
F	Female
U	Unknown

#### 2.025 Race

This field is used to indicate the race of the subject. Use the predominant race code from the following pick list.

<u>Code</u>	<u>Description</u>
W	White
B	Black
I	Indian
A	Asian
U	Unknown

#### 2.027 Height

This pick list field contains the subject's height as a three-character value. Operator selection is made from the Height pick list located in the Pick Lists section.

#### 2.029 Weight

In this field the subject's weight in pounds is entered. The valid range is 050-499 pounds and must be submitted as a three-digit value.

#### 2.031 Eye Color

For this field, the three-letter code from the following pick list is used to indicate the subject's color of eyes.

<u>Code</u>	<u>Description</u>
BRO	BROWN
BLK	BLACK
BLU	BLUE
GRN	GREEN
GRY	GRAY
HAZ	HAZEL
MAR	MAROON
MUL	MULTICOLORED
PNK	PINK
XXX	UNKNOWN

#### 2.032 Hair Color

This field indicates the subject's hair color. Operator selection is made from the following pick list.

<u>Code</u>	<u>Description</u>
XXX	BALD
BLK	BLACK
BLN	BLOND OR STRAWBERRY
BRO	BROWN
GRY	GRAY OR PARTIALLY
RED	RED
SDY	SANDY
WHI	WHITE
XXX	UNKNOWN
BLU	BLUE
GRN	GREEN
ONG	ORANGE
PNK	PINK
PLE	PURPLE

#### 2.037 Reason Fingerprinted

This free text field is used to indicate the purpose of a civil or applicant fingerprint card submission. Special characters include commas, spaces, hyphens, and slashes.

#### 2.038 Date Printed

This field, displayed only in the Applicant profile, contains the date that the subject was fingerprinted. The date shall be entered in the format MMDDYYYY.

#### 2.039 Employer and Address

This field contains the subject's employer and address.

#### **2.040 Occupation**

This free text field contains the subject's occupation. Special characters include commas, spaces, periods, and slashes.

#### **2.041 Mailing Address of Subject**

This group contains the mailing address for the subject in the following fields.

Street

City

State

Operator selection is made from the State and Country pick list located in the Pick Lists section.

Zip Code

#### **2.043 Type of Search Requested**

A one-byte code shall be entered in this field from the following table to indicate the type of record being submitted. The field is applicable to the Applicant and Volunteer NFUF transactions as follows.

<u>Code</u>	<u>Type of Record</u>
V*	Civil submission in support of the National Child Protection Act of 1993

\*When submitting fingerprints using TSR of V, the contributing agency should specify the NCPA/VCA-Volunteer.

#### **2.067 Image Capture Equipment**

This automatically generated group of fields logs the make, model, and serial number of the equipment used to acquire images in the following fields.

Make

Model

Serial Number

#### **2.070 Request for Electronic Rap Sheet**

This pick list field indicates whether a rap sheet should be returned using a "Y." If a rap sheet is needed, the field is blank.

#### **2.073 Controlling Agency (ORI)**

This field contains the agency identifier of the agency submitting the criminal record. For FBI purposes, this field shall be a nine-byte alphanumeric field. The first two characters shall be a valid alpha-character POB code, which represents the state in which the agency is located, and the entire field shall validate to an NCIC-authorized ORI. This field will be set to WVWSP0007.

## 2.084 Amputated or Bandaged

This grouped field contains information about amputated or bandaged fingerprints in an EFTS submission. It is comprised of two subfields, Finger Number (FGP), and Amputated Or Bandaged Code (AMPCD). The two-character finger position code is followed by the separator and the amputated or bandaged code. Multiple fingers shall be separated by the separator. This field is to be used anytime there are fewer than ten printable fingers in a ten-print submission. A partially scarred finger should be printed. If the forwarding agency is not sure of the reason a finger's image is missing (for example, when the arresting agency did not specify a reason in its submission to the State Ident Bureau), the "UP" code should be used.

Two characters represent each finger number as follows:

<u>Finger Position</u>	<u>FGP</u>
Right thumb	01
Right index	02
Right middle	03
Right ring	04
Right little	05
Left thumb	06
Left index	07
Left middle	08
Left ring	09
Left little	10

The following is a list of allowable indicators for the AMPCD:

<u>Descriptor</u>	<u>AMPCD</u>
Amputation	XX
Unable to print (e.g., bandaged)	UP

## 2.601 Incident ID

For LiveScan cases, the Incident ID shall be automatically generated as a 12-digit number in the format *dddnnnnnnnnnnn*, where:

*ddd* is the device ID  
*nnnnnnnnnn* is the sequence number

For card entry cases, the Incident ID shall be entered or scanned by the operator. The format is TBD.

## 2.603 Last Name

The subject's last name is entered in this field. Special characters include the hyphen and space.

## 2.604- First Name

The subject's first name is entered in this field.

## 2.605 Middle Initial

The subject's middle initial is entered in this field.

**2.606 Suffix**

The subject's name suffix is entered in this field. Operator selection is made from the following pick list.

JR, SR, I, II, III, IV, V, VI

**2.607 AKA Segment**

This group contains the arrest information for the subject in the following fields.

Last Name

First Name

Middle Initial

Suffix

Date of Birth

Social Security Number

Scars, Marks, Tattoos

Operator selection is made from the Scars, Marks, Tattoos pick list located in the Pick Lists section.

Note: This is the location of the only Scars, Marks, Tattoos field in the WVSP descriptor set and is not intended to be for AKAs.

**2.608 Skin**

This field indicates the skin tone of the subject. Operator selection is made from the following pick list.

<u>Code</u>	<u>Description</u>
SKN	SKN_LITERAL
ALB	ALBINO
BLK	BLACK
DRK	DARK
DBR	DARK BROWN
FAR	FAIR
LGT	LIGHT
LBR	LIGHT BROWN
MED	MEDIUM
MBR	MEDIUM BROWN
OLV	OLIVE
RUD	RUDDY
SAL	SALLOW
YEL	YELLOW

**2.609 US Citizen?**

This Yes/No pick list field is used to indicate if the subject is a U.S. citizen is sent to the CCH.

**2.610 Driver License Number**

This field contains the subject's driver license number.

#### **2.611 Driver License State**

This field contains the state or country of the subject's driver license number. Operator selection is made from the State and Country pick list located in the Pick Lists section.

#### **2.612 Requesting Agency ORI**

The entered Requesting Agency ORI will be validated against the Billing Number/Requesting Agency ORI table to determine if the Applicant - NFUF or Volunteer - NFUF record will be submitted to IAFIS. Refer to the requirements specification for further explanation.

Requesting Agency ORI is free text entry for the Applicant - NFUF and Volunteer - NFUF LiveScan profiles and selected from the following pick list for the Applicant - NFUF card entry and Batch Applicant - NFUF profiles. This field is not used on any other profiles. A current Listing will be supplied.

#### **2.613 Billing Number**

The Billing Number will be validated against the Billing Number/Requesting Agency ORI table to determine if a search response is issued for a submitted Applicant - NFUF or Volunteer - NFUF record. Refer to the requirements specification for further explanation. Operator selection is made from the Billing Number pick list located in the Pick Lists section.

#### **2.614 Facility Number**

This free text field is entered by the operator for the Applicant NFUF profiles and is used in the applicant billing report.

#### **2.615 Multiple Agency Release Authorized?**

This Yes/No pick lists field is used for the Volunteer - NFUF profile to indicate if criminal history discovered from a fingerprint search can be sent to multiple agencies.

#### **2.624 Record Type**

This field will be automatically set with the following values according to the selected workflow profile.

<u>Profile</u>	<u>Value</u>
Applicant - NFUF	Applicant
Volunteer - NFUF	Applicant

#### **2.625 Mailing Address of Requesting Agency**

This group contains the mailing address for the Requesting Agency in the following fields.

Name

Street

City

State

Zip Code

### **2.703 Operator Taking Prints**

This free text field is entered by the operator for the Applicant - NFUF and Volunteer - NFUF profiles and is used to identify the operator taking the prints..

## 4. Pick Lists

### 4.1 Agency ORI

This List will be provided to the vendor after bid award.

### 4.2 Billing Number

Vendor will be assigned a billing number. A current Listing will be provided.

### 4.3 Country of Citizenship

<u>Code</u>	<u>Description</u>
US	United States of America (USA)
CD	Canada
MM	Mexico
AF	Afghanistan
AA	Albania
AN	Algeria
AD	Andorra
AO	Angola
AE	Anguilla
AI	Antigua and Barbuda
AT	Argentina
AP	Armenia
AJ	Aruba (now independent)
AH	Ashmore and Cartier Islands
AS	Australia
AU	Austria
AV	Azerbaijan
AQ	Azores (Islands)
BD	Bahamas, The
BE	Bahrain/Bahreïn
BW	Balearic Islands
BL	Bangladesh
BB	Barbados
BF	Bassas Da India
BG	Belgium
BH	Belize (formerly British Honduras)
DH	Benin (formerly Dahomey)
BM	Bermuda
BN	Bhutan

BV	Bolivia
BP	Bosnia and Herzegovina
BT	Botswana
BQ	Bouvet Island
BZ	Brazil
BO	British Indian Ocean Territory
VB	British Virgin Islands
BX	Brunei
BU	Bulgaria
UV	Burkina Faso (known as Burkina, formerly Upper Volta)
BR	Burma
BI	Burundi
BY	Byelarus
CJ	Cambodia (formerly Khmer Republic and Kampuchea)
CM	Cameroon
ZI	Canary Islands
CV	Cape Verde Islands
CP	Cayman Islands
CW	Central African Republic
CF	Chad
CQ	Chile
RC	China, People's Republic of
HR	Christmas Island, Territory of
DB	Clipperton Island
DD	Cocos (Keeling) Islands
CB	Colombia
DG	Comoros (or Comoros Islands)
RB	Congo, Republic of
DI	Cook Islands
DJ	Coral Sea Islands
CR	Costa Rica
KC	Croatia
CC	Cuba
CS	Cyprus
EZ	Czech Republic
DK	Denmark
DN	Djibouti
DM	Dominica
DR	Dominican Republic
EU	Ecuador
EY	Egypt (United Arab Republic)
EL	El Salvador
EN	England
EK	Equatorial Guinea
ET	Eritrea
ES	Estonia
EO	Ethiopia
ER	Europa Island
FA	Falkland Islands
FO	Faroe Islands

FJ	Fiji
FD	Finland
FN	France
FG	French Guiana
FP	French Polynesia
FR	French Southern and Antarctic Lands, Territory of the(French overseas territory)
GB	Gabon
GK	Gambia, The
GZ	Gaza
GD	Georgia
GE	Germany
GG	Ghana
RG	Gibraltar
GO	Glorioso Islands
GC	Greece
GN	Greenland
GJ	Grenada
GP	Guadeloupe
GT	Guatemala
GF	Guernsey
GI	Guinea
PG	Guinea Bissau (formerly Portuguese Guinea)
GY	Guyana
HT	Haiti
HE	Heard Island and McDonald Islands, Territory of
HD	Honduras
HK	Hong Kong
HU	Hungary
IC	Iceland
IB	Isle of Man
II	India
IO	Indonesia
IR	Iran
IQ	Iraq
IE	Ireland (does not include Northern Ireland)
IS	Israel
IT	Italy (includes Sicily and Sardinia)
IY	Ivory Coast (Cote d'Ivoire, Republic of)
JM	Jamaica
JN	Jan Mayen
JA	Japan
JE	Jersey
JO	Jordan
JU	Juan de Nova Island
KT	Kazakhstan
KE	Kenya
KB	Kiribati (formerly Gilbert Islands)
KN	Korea, North
KO	Korea, South
KU	Kuwait

KY	Kyrgyzstan
LS	Laos
LN	Lebanon
LE	Lesotho
LB	Liberia
LY	Libya
LI	Liechtenstein
LH	Lithuania
LX	Luxembourg
ZD	Macedonia
IM	Madeira Islands
OC	Macau (formerly spelled Macao)
MP	Malagasy Republic (includes Madagascar)
MF	Malawi
MZ	Malaysia
MV	Maldives
ML	Mali
MY	Malta
KH	Manahiki Island
ZB	Martinique
MU	Mauritania
UM	Mauritius
YO	Mayotte, Territorial Collectivity of
FS	Micronesia, Federated States of
LD	Moldova
MJ	Monaco
MG	Mongolia
RR	Montserrat
MQ	Morocco
ZO	Mozambique
SJ	Namibia (South West Africa)
NR	Nauru
NP	Nepal
NE	Netherlands (Holland)
NX	Netherlands Antilles
NQ	New Caledonia
NZ	New Zealand
NU	Nicaragua
NN	Niger
NG	Nigeria
IU	Niue
OF	Norfolk Island
NI	Northern Ireland
NW	Norway
OI	Okinawa
OM	Oman
PK	Pakistan
PD	Palau, Republic of
PM	Panama
NO	Papua New Guinea (formerly New Guinea)

PF	Paracel Islands
PV	Paraguay
PU	Peru
PI	Philippines
PC	Pitcairn, Henderson, Ducie, and Oeno Islands (Dependent territory of United Kingdom)
PO	Poland
PT	Portugal
QA	Qatar
RE	Reunion
RU	Romania/Rumania
RA	Russia
SX	Russia (USSR)
RF	Russia Federation
RW	Rwanda
TS	Saint Christopher (or St. Kitts) and Nevis
HS	Saint Helena
LU	Saint Lucia
PS	Saint Pierre and Miquelon
VV	Saint Vincent and the Grenadines
SH	San Marino
TP	Sao Tome and Principe
SB	Saudi Arabia
SS	Scotland
SG	Senegal
SE	Seychelles
SA	Sierra Leone
SR	Singapore
LF	Slovakia
LO	Slovenia
BS	Solomon Islands (formerly British Solomon Islands)
SM	Somalia
SF	South Africa
GS	South Georgia and the South Sandwich Islands
SP	Spain
TE	Spratly Islands
CY	Sri Lanka (formerly Ceylon)
SU	Sudan
ZC	Surinam
SV	Svalbard
SW	Swaziland
SQ	Sweden
SZ	Switzerland
SY	Syria
TW	Taiwan (Republic of China)
TJ	Tajikistan
TZ	Tanzania, United Republic of
TH	Thailand
TO	Togo
TK	Tokelau
TG	Tonga

TQ	Tongareva Island
TT	Trinidad and Tabago
TM	Tromelin Island
TD	Trust Territory of the Pacific Islands
TF	Tuamotu Archipelago
TU	Tunisia
TY	Turkey
UR	Turkmenistan
TR	Turks and Caicos Islands
TV	Tuvalu (formerly Ellice Islands)
UG	Uganda
UK	Ukraine
TC	United Arab Emirates (formerly Trucial States)
UY	Uruguay
UZ	Uzberistan
HN	Vanuatu (formerly New Hebrides)
VY	Vatican City
VZ	Venezuela
RV	Vietnam, Socialist Republic of
WL	Wales
WF	Wallis and Futuna
WB	West Bank
WN	West Indies (for West Indies Islands not separately listed)
RS	Western Sahara (formerly Spanish Sahara)
WS	Western Samoa
RY	Yemen, Republic of
YG	Yugoslavia
ZR	Zaire (formerly Congo Kinshasa)
ZM	Zambia
RH	Zimbabwe (formerly Rhodesia)
XX	Unknown
YY	All Others (use when code is not included in any other category)

#### 4.4 Height

<u>Code</u>	<u>Description</u>
400	4'0"
401	4'1"
402	4'2"
403	4'3"
404	4'4"
405	4'5"
406	4'6"
407	4'7"
408	4'8"
409	4'9"
410	4'10"

411	4'11"
500	5'0"
501	5'1"
502	5'2"
503	5'3"
504	5'4"
505	5'5"
506	5'6"
507	5'7"
508	5'8"
509	5'9"
510	5'10"
511	5'11"
600	6'0"
601	6'1"
602	6'2"
603	6'3"
604	6'4"
605	6'5"
606	6'6"
607	6'7"
608	6'8"
609	6'9"
610	6'10"
611	6'11"
700	7'0"
701	7'1"
702	7'2"
703	7'3"
704	7'4"
705	7'5"
706	7'6"
707	7'7"
708	7'8"
709	7'9"
710	7'10"
711	7'11"
000	UNKNOWN

#### 4.5 Scars, Marks, Tattoos

<u>Code</u>	<u>Description</u>
ART L ARM	Arm, left, artificial
ART ARM	Arm, nonspecific, artificial
ART R ARM	Arm, right, artificial
BRA LR ARM	Brace, left and right arms
BRAC L ARM	Brace, left arm
BRAC ARM	Brace, one arm, nonspecific
BRAC R ARM	Brace, right arm

BRACE BACK	Brace, back
BRA LR LEG	Brace, left and right legs
BRAC L LEG	Brace, left leg
BRAC LEG	Brace, one leg, nonspecific
BRAC R LEG	Brace, right leg
BRACE NECK	Brace, neck
BRAC TEETH	Braces, teeth
CANE	Cane
CON LENSES	Contact lenses
CRUTCHES	Crutches
DENT LOW	Denture, lower only
DENT UP	Denture, upper only
DENT UP LO	Denture, upper and lower
ART L EAR	Ear, left, artificial
ART R EAR	Ear, right, artificial
ART L EYE	Eye, left, artificial
ART R EYE	Eye, right, artificial
ART L FT	Foot, left, artificial
ART R FT	Foot, right, artificial
GLASSES	Glasses (prescription)
GOLD TOOTH	Gold tooth
ART L HND	Hand, left, artificial
ART R HND	Hand, right, artificial
HEAR AID	Hearing aid
ART L LEG	Leg, left, artificial
ART R LEG	Leg, right, artificial
SLVR TOOTH	Silver tooth
WHEELCHAIR	Wheelchair
DEAF EAR	Deaf, one ear, nonspecific
DEAF L EAR	Deaf, left ear
DEAF R EAR	Deaf, right ear
DEAF	Deaf, left and right ears
DEAF MUTE	Deaf-mute
CAUL L EAR	Cauliflower ear, left
CAUL R EAR	Cauliflower ear, right
CL LIP	Cleft lip
CLEFT PAL	Cleft palate
CRIP L ARM	Crippled arm, left
CRIP R ARM	Crippled arm, right
CRIP L FGR	Crippled finger(s), left hand
CRIP R FGR	Crippled finger(s), right hand
CRIP L FT	Crippled foot, left
CRIP R FT	Crippled foot, right
CRIP L HND	Crippled hand, left
CRIP R HND	Crippled hand, right
CRIP L LEG	Crippled leg, left
CRIP R LEG	Crippled leg, right
CRIP L TOE	Crippled toe(s), left
CRIP R TOE	Crippled toe(s), right
DEV SEPTUM	Deviated septum
EXTR BRST	Extra breast, nonspecific
EXTR CBRST	Extra breast, center

EXTR LBRST	Extra breast, left
EXTR RBRST	Extra breast, right
EXTR L FGR	Extra finger(s), left hand
EXTR R FGR	Extra finger(s), right hand
EXTR NIP	Extra nipple, nonspecific
EXTR C NIP	Extra nipple, center
EXTR L NIP	Extra nipple, left
EXTR R NIP	Extra nipple, right
EXTR L TOE	Extra toe(s), left
EXTR R TOE	Extra toe(s), right
EXTR U TTH	Extra tooth/teeth (upper jaw)
EXTR L TTH	Extra tooth/teeth (lower jaw)
EXTR VRT	Extra vertebra(e), nonspecific
EXTR C VRT	Extra cervical vertebra(e)
EXTR L VRT	Extra lumbar vertebra(e)
CL LIP	Harelip
HUMPBACED	Humpbacked
MUTE	Mute
PROT L JAW	Protruding lower jaw
PROT U JAW	Protruding upper jaw
SHRT L LEG	Shorter left leg
SHRT R LEG	Shorter right leg
DA ALCOHOL	Alcohol
DA AMPHETA	Amphetamines
DA BARBITU	Barbiturates
DA COCAINE	Cocaine (includes crack)
DA GLUE	Glue
DA HALLUCI	Hallucinogens
DA MARIJUA	Marijuana
DA NARCOTI	Narcotics
DA PAINT	Paint (includes thinner)
DA RITALIN	Ritalin
DA ROHYPNL	Rohypnol
DA OTHER	Other drugs of abuse not listed above
BLND EYE	Blind, one eye, nonspecific
BLND L EYE	Blind, left eye
BLND R EYE	Blind, right eye
BLIND	Blind, both eyes
CATARACT	Cataract, (nonspecific)
CATA L EYE	Cataract, left eye
CATA R EYE	Cataract, right eye
CROSSEYED	Cross-eyed
GLAUCOMA	Glaucoma
FRC ANKL	Ankle, nonspecific
FRC L ANKL	Ankle, left
FRC R ANKL	Ankle, right
FRC ARM	Arm, nonspecific
FRC UL ARM	Arm, upper left
FRC LL ARM	Arm, lower left
FRC UR ARM	Arm, upper right
FRC LR ARM	Arm, lower right
FRCBACK	Back

FRC CLAVIC	Clavicle, nonspecific
FRC LCLAVI	Clavicle, left
FRC RCLAVI	Clavicle, right
FRC FGR	Finger(s), nonspecific
FRC L FGR	Finger(s), left hand
FRC R FGR	Finger(s), right hand
FRC FOOT	Foot, nonspecific
FRC L FOOT	Foot, left
FRC R FOOT	Foot, right
FRC HAND	Hand, nonspecific
FRC L HAND	Hand, left
FRC R HAND	Hand, right
FRC JAW	Jaw, nonspecific
FRC UL JAW	Jaw, upper left
FRC LL JAW	Jaw, lower left
FRC UR JAW	Jaw, upper right
FRC LR JAW	Jaw, lower right
FRC KNEE	Knee, nonspecific
FRC L KNEE	Knee, left
FRC R KNEE	Knee, right
FRC LEG	Leg, nonspecific
FRC UL LEG	Leg, upper left
FRC LL LEG	Leg, lower left
FRC UR LEG	Leg, upper right
FRC LR LEG	Leg, lower right
FRC NECK	Neck
FRC NOSE	Nose
FRC PELVIS	Pelvis, nonspecific
FRC LPELVI	Pelvic bone, left
FRC RPELVI	Pelvic bone, right
FRC RIBS	Rib(s), nonspecific
FRC L RIB	Rib(s), left
FRC R RIB	Rib(s), right
FRC SHLD	Shoulder, nonspecific
FRC L SHLD	Shoulder, left
FRC R SHLD	Shoulder, right
FRC SKULL	Skull
FRC SPINE	Spine
FRC STERN	Sternum
FRC TOE	Toe(s), nonspecific
FRC L TOE	Toe(s), left foot
FRC R TOE	Toe(s), right foot
FRC WRIST	Wrist, nonspecific
FRC L WRIST	Wrist, left
FRC R WRIST	Wrist, right
HFR ANKL	Ankle, nonspecific
HFR L ANKL	Ankle, left
HFR R ANKL	Ankle, right
HFR ARM	Arm, nonspecific
HFR UL ARM	Arm, upper left
HFR LL ARM	Arm, lower left
HFR UR ARM	Arm, upper right

HFR LR ARM	Arm, lower right
HFR BACK	Back
HFR CLAVIC	Clavicle, nonspecific
HFR LCLAVI	Clavicle, left
HFR RCLAVI	Clavicle, right
HFR FGR	Finger(s), nonspecific
HFR L FGR	Finger(s), left hand
HFR R FGR	Finger(s), right hand
HFR FOOT	Foot, nonspecific
HFR L FOOT	Foot, left
HFR R FOOT	Foot, right
HFR HAND	Hand, nonspecific
HFR L HAND	Hand, left
HFR R HAND	Hand, right
HFR JAW	Jaw, nonspecific
HFR UL JAW	Jaw, upper left
HFR LL JAW	Jaw, lower left
HFR UR JAW	Jaw, upper right
HFR LR JAW	Jaw, lower right
HFR KNEE	Knee, nonspecific
HFR L KNEE	Knee, left
HFR R KNEE	Knee, right
HFR LEG	Leg, nonspecific
HFR UL LEG	Leg, upper left
HFR LL LEG	Leg, lower left
HFR UR LEG	Leg, upper right
HFR LR LEG	Leg, lower right
HFR NECK	Neck
HFR NOSE	Nose
HFR PELVIS	Pelvis, nonspecific
HFR LPELVI	Pelvic bone, left
HFR RPELVI	Pelvic bone, right
HFR RIBS	Rib(s), nonspecific
HFR L RIB	Rib(s), left
HFR R RIB	Rib(s), right
HFR SHLD	Shoulder, nonspecific
HFR L SHLD	Shoulder, left
HFR R SHLD	Shoulder, right
HFR SKULL	Skull
HFR SPINE	Spine
HFR STERN	Sternum
HFR TOE	Toe(s), nonspecific
HFR L TOE	Toe(s), left foot
HFR R TOE	Toe(s), right foot
HFR WRIST	Wrist, nonspecific
HFR L WRST	Wrist, left
HFR R WRST	Wrist, right
MC ACNE	Acne
MC ALCOHOL	Alcoholism
MC ALLERGY	Allergies (including asthma)
MC ALZHMRS	Alzheimer's disease
MC ARTHRTS	Arthritis

MC ADD	Attention Deficit Disorder
MC BEHAVIO	Behavior disorder
MC CANCER	Cancer
MC DIABTIC	Diabetic
MC DOWNSYN	Down Syndrome
MC DRUGAB	Drug abuse
MC EATDIS	Eating disorders
MC HEART	Heart or circulatory diseases
MC BLOOD	Hematological diseases (diseases of the blood)
MC KIDNEY	Kidney conditions or diseases
MC LIVER	Liver disease
MC NERVOUS	Nervous conditions
MC NRLGCAL	Neurological conditions or diseases
MC PARPLGC	Paraplegic
MC PREGNAN	Pregnancy – present
MC PASTPRE	Pregnancy – past
MC PLMNARY	Pulmonary (lung) diseases
MC QUADPLG	Quadriplegic
MC SKIN	Skin disorders
MC THYROID	Thyroid conditions or diseases
MC TB	Tuberculosis
MC TOURETE	Tourette's syndrome
MC OTHER	Other medical disorders/conditions not listed above, identify
ART ELBOW	Artificial elbow joint
ART HIP	Artificial hip joint
ART KNEE	Artificial knee joint
ART LARYNX	Artificial larynx
ART SHLD	Artificial shoulder joint
ART BRSTS	Breast implant, left and right
ART L BRST	Breast implant, left
ART R BRST	Breast implant, right
CARD PACEM	Cardiac pacemaker
COLOST APP	Colostomy appliances
INTRA ROD	Intramedullary rod
IUD	Intrauterine device
ORTH NAIL	Orthopedic nail or pin
ORTH PLATE	Orthopedic plate
ORTH SCREW	Orthopedic screw
IMPL PENIS	Penile implant
SHUNT ART	Shunt, arterial vascular
SHUNT CERB	Shunt, cerebral ventricle
SKL PLATE	Skull plate
STAPLES	Staples
EAR TUBES	Tubes in ears, left and right
TUBE L EAR	Tube in left ear
TUBE R EAR	Tube in right ear
VASC PROTH	Vascular prosthesis
WIRE SUTUR	Wire sutures
MISS ADND	Adenoids
MISS APPNX	Appendix
MISS L ARM	Arm, left
MISS R ARM	Arm, right

MISS LLARM	Arm, lower left
MISS LRARM	Arm, lower right
MISS BRSTS	Breasts
MISS LBRST	Breast, left
MISS RBRST	Breast, right
MISS L EAR	Ear, left
MISS R EAR	Ear, right
MISS L EYE	Eye, left
MISS R EYE	Eye, right
MISS L FGR	Finger(s), left hand
MISS R FGR	Finger(s), right hand
MISS L FJT	Finger joint(s), left hand
MISS R FJT	Finger joint(s), right hand
MISS L FT	Foot, left
MISS R FT	Foot, right
MISS GALL	Gallbladder
MISS L HND	Hand, left
MISS R HND	Hand, right
MISS INTES	Intestines
MISS L KID	Kidney, left
MISS R KID	Kidney, right
MISS LRYNX	Larynx
MISS L LEG	Leg, left
MISS R LEG	Leg, right
MISS LLLEG	Leg, lower left
MISS LRLEG	Leg, lower right
MISS LLUNG	Lung, left
MISS RLUNG	Lung, right
MISS NOSE	Nose
MISS OVARS	Ovaries
MISS LOVAR	Ovary, left
MISS ROVAR	Ovary, right
MISS PANCR	Pancreas
MISS PENIS	Penis
MISS PROST	Prostate gland
MISS SPLEN	Spleen
MISS STOMA	Stomach
MISS L TES	Testis, left
MISS R TES	Testis, right
MISS THYRD	Thyroid
MISS L TOE	Toe(s), left foot
MISS R TOE	Toe(s), right foot
MISS TONG	Tongue
MISS TONSL	Tonsils
MISS UTRUS	Uterus
MISS C VRT	Cervical vertebra(e)
MISS L VRT	Lumbar vertebra(e)
MISS VRT	Vertebra(e), nonspecific
MOLE ABDOM	Abdomen
MOLE ANKL	Ankle, nonspecific
MOLE L ANK	Ankle, left
MOLE R ANK	Ankle, right

MOLE L ARM	Arm, left
MOLE R ARM	Arm, right
MOLE BACK	Back
MOLE BRST	Breast, nonspecific
MOLE LBRST	Breast, left
MOLE RBRST	Breast, right
MOLE BUTTK	Buttocks, nonspecific
MOLE L BUT	Buttock, left
MOLE R BUT	Buttock, right
MOLE CHK	Cheek (face), nonspecific
MOLE L CHK	Cheek (face), left
MOLE R CHK	Cheek (face), right
MOLE CHEST	Chest
MOLE CHIN	Chin
MOLE EAR	Ear, nonspecific
MOLE L EAR	Ear, left
MOLE R EAR	Ear, right
MOLE L EYE	Eyebrow, left/left eye area
MOLE R EYE	Eyebrow, right/right eye area
MOLE FGR	Finger(s), nonspecific
MOLE L FGR	Finger(s), left hand
MOLE R FGR	Finger(s), right hand
MOLE FOOT	Foot, nonspecific
MOLE L FT	Foot, left
MOLE R FT	Foot, right
MOLE FHD	Forehead
MOLE GROIN	Groin area
MOLE HAND	Hand, nonspecific
MOLE L HND	Hand, left
MOLE R HND	Hand, right
MOLE HEAD	Head, nonspecific
MOLE HIP	Hip, nonspecific
MOLE L HIP	Hip, left
MOLE R HIP	Hip, right
MOLE KNEE	Knee, nonspecific
MOLE L KNE	Knee, left
MOLE R KNE	Knee, right
MOLE LEG	Leg, nonspecific
MOLE L LEG	Leg, left
MOLE R LEG	Leg, right
MOLE LIP	Lip, nonspecific
MOLE L LIP	Lip, lower
MOLE U LIP	Lip, upper
MOLE NECK	Neck
MOLE NOSE	Nose
MOLE PENIS	Penis
MOLE SHLD	Shoulder, nonspecific
MOLE L SHD	Shoulder, left
MOLE R SHD	Shoulder, right
MOLE THGH	Thigh, nonspecific
MOLE L THG	Thigh, left
MOLE R THG	Thigh, right

MOLE L WRS	Wrist, left
MOLE R WRS	Wrist, right
NM L ARM	Arm, left
NM R ARM	Arm, right
NM L BUTTK	Buttock, left
NM R BUTTK	Buttock, right
NM L FGR	Finger(s), left hand
NM R FGR	Finger(s), right hand
NM L FOOT	Foot, left
NM R FOOT	Foot, right
NM L HND	Hand, left
NM R HND	Hand, right
NM L LEG	Leg, left
NM R LEG	Leg, right
NM L THIGH	Thigh, left
NM R THIGH	Thigh, right
NM L WRIST	Wrist, left
NM R WRIST	Wrist, right
BALD	Bald/balding
CLEFT CHIN	Cleft chin
DIMP CHIN	Dimple, chin
DIMP L CHK	Dimples, left cheek (face)
DIMP R CHK	Dimples, right cheek (face)
FRECKLES	Freckles
HAIR IMPL	Hair implants
PRCD ABDMN	Pierced abdomen
PRCD BACK	Pierced back
PRCD EAR	Pierced ear, one, nonspecific
PRCD EARS	Pierced ears
PRCD L EAR	Pierced ear, left
PRCD R EAR	Pierced ear, right
PRCD EYE	Pierced eyebrow, nonspecific
PRCD L EYE	Pierced eyebrow, left
PRCD R EYE	Pierced eyebrow, right
PRCD GNTLS	Pierced genitalia
PRCD LIP	Pierced lip, nonspecific
PRCD ULIP	Pierced lip, upper
PRCD LLIP	Pierced lip, lower
PRCD NIPPL	Pierced nipple, nonspecific
PRCD L NIP	Pierced nipple, left
PRCD R NIP	Pierced nipple, right
PRCD NOSE	Pierced nose
PRCD TONGU	Pierced tongue
STUTTERS	Stutters
TRANSSEX	Transsexual
TRANSVST	Transvestite
SC ABDOM	Abdomen
SC ANKL	Ankle, nonspecific
SC L ANKL	Ankle, left
SC R ANKL	Ankle, right
SC ARM	Arm, nonspecific
SC L ARM	Arm, left

SC LIP	Lip, nonspecific
SC LOW LIP	Lip, lower
SC UP LIP	Lip, upper
SC NECK	Neck
SC NOSE	Nose
SC PENIS	Penis
POCKMARKS	Pockmarks
SC SHLD	Shoulder, nonspecific
SC L SHLD	Shoulder, left
SC R SHLD	Shoulder, right
SC THGH	Thigh, nonspecific
SC L THGH	Thigh, left
SC R THGH	Thigh, right
SC WRIST	Wrist, nonspecific
SC L WRIST	Wrist, left
SC R WRIST	Wrist, right
DISC ABDOM	Abdomen
DISC ANKL	Ankle, nonspecific
DISC L ANK	Ankle, left
DISC R ANK	Ankle, right
DISC ARM	Arm, nonspecific
DISC L ARM	Arm, left
DISC R ARM	Arm, right
DISC BACK	Back
DISC BRST	Breast, nonspecific
DISC L BRS	Breast, left
DISC R BRS	Breast, right
DISC BUTTK	Buttock, nonspecific
DISC L BUT	Buttock, left
DISC R BUT	Buttock, right
DISC CHEEK	Cheek (face), nonspecific
DISC L CHK	Cheek (face), left
DISC R CHK	Cheek (face), right
DISC CHEST	Chest
DISC CHIN	Chin
DISC EAR	Ear, nonspecific
DISC L EAR	Ear, left
DISC R EAR	Ear, right
DISC EYE	Eyebrow, nonspecific
DISC L EYE	Eyebrow, left/left eye area
DISC R EYE	Eyebrow, right/right eye area
DISC FACE	Face, nonspecific
DISC FGR	Finger, nonspecific
DISC L FGR	Finger(s), left hand
DISC R FGR	Finger(s), right hand
DISC FOOT	Foot, nonspecific
DISC L FT	Foot, left
DISC R FT	Foot, right
DISC FHD	Forehead
DISC L HND	Hand, left
DISC R HND	Hand, right
DISC HEAD	Head

DISC HIP	Hip, nonspecific
DISC L HIP	Hip, left
DISC R HIP	Hip, right
DISC KNEE	Knee, nonspecific
DISC LKNEE	Knee, left
DISC RKNEE	Knee, right
DISC LEG	Leg, nonspecific
DISC L LEG	Leg, left
DISC R LEG	Leg, right
DISC LIP	Lip, nonspecific
DISC L LIP	Lip, lower
DISC U LIP	Lip, upper
DISC NECK	Neck
DISC NOSE	Nose
DISC PENIS	Penis
DISC SHLD	Shoulder, nonspecific
DISC LSHLD	Shoulder, left
DISC RSHLD	Shoulder, right
DISC THGH	Thigh, nonspecific
DISC LTHGH	Thigh, left
DISC RTHGH	Thigh, right
DISC WRIST	Wrist, nonspecific
DISC L WRS	Wrist, left
DISC R WRS	Wrist, right
TAT ABDOM	Abdomen
TAT ANKL	Ankle, nonspecific
TAT L ANKL	Ankle, left
TAT R ANKL	Ankle, right
TAT ARM	Arm, nonspecific
TAT L ARM	Arm, left
TAT R ARM	Arm, right
TAT UL ARM	Arm, left upper
TAT UR ARM	Arm, right upper
TAT BACK	Back
TAT BREAST	Breast, nonspecific
TAT L BRST	Breast, left
TAT R BRST	Breast, right
TAT BUTTK	Buttocks, nonspecific
TAT L BUTK	Buttock, left
TAT R BUTK	Buttock, right
TAT CALF	Calf, nonspecific
TAT L CALF	Calf, left
TAT R CALF	Calf, right
TAT CHEEK	Cheek (face), nonspecific
TAT L CHK	Cheek (face), left
TAT R CHK	Cheek (face), right
TAT CHEST	Chest
TAT CHIN	Chin
TAT EAR	Ear, nonspecific
TAT L EAR	Ear, left
TAT R EAR	Ear, right
TAT ELBOW	Elbow, nonspecific

TAT LELBOW	Elbow, left
TAT RELBOW	Elbow, right
TAT FACE	Face, nonspecific
TAT FNGR	Finger, nonspecific
TAT L FGR	Finger(s), left hand
TAT R FGR	Finger(s), right hand
TAT FOOT	Foot, nonspecific
TAT L FOOT	Foot, left
TAT R FOOT	Foot, right
TAT FARM	Forearm, nonspecific
TAT LF ARM	Forearm, left
TAT RF ARM	Forearm, right
TAT FHD	Forehead
TAT FLBODY	Full body
TAT GROIN	Groin area
TAT HAND	Hand, nonspecific
TAT L HND	Hand, left
TAT R HND	Hand, right
TAT HEAD	Head, nonspecific
TAT HIP	Hip, nonspecific
TAT L HIP	Hip, left
TAT R HIP	Hip, right
TAT KNEE	Knee, nonspecific
TAT L KNEE	Knee, left
TAT R KNEE	Knee, right
TAT LEG	Leg, nonspecific
TAT L LEG	Leg, left
TAT R LEG	Leg, right
TAT LIP	Lip, nonspecific
TAT LW LIP	Lip, lower
TAT UP LIP	Lip, upper
TAT NECK	Neck
TAT NOSE	Nose
TAT PENIS	Penis
TAT SHLD	Shoulder, nonspecific
TAT L SHLD	Shoulder, left
TAT R SHLD	Shoulder, right
TAT THGH	Thigh, nonspecific
TAT L THGH	Thigh, left
TAT R THGH	Thigh, right
TAT WRS	Wrist, nonspecific
TAT L WRS	Wrist, left
TAT R WRS	Wrist, right
RTAT ABDOM	Abdomen
RTAT ANKL	Ankle, nonspecific
RTAT LANKL	Ankle, left
RTAT RANKL	Ankle, right
RTAT ARM	Arm, nonspecific
RTAT L ARM	Arm, left
RTAT R ARM	Arm, right
RTAT ULARM	Arm, left upper
RTAT URARM	Arm, right upper

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RTAT BACK	Back
RTAT BRST	Breast, nonspecific
RTAT LBRST	Breast, left
RTAT RBRST	Breast, right
RTAT BUTTK	Buttocks, nonspecific
RTAT LBUTK	Buttock, left
RTAT RBUTK	Buttock, right
RTAT CALF	Calf, nonspecific
RTAT LCALF	Calf, left
RTAT RCALF	Calf, right
RTAT CHEEK	Cheek (face), nonspecific
RTAT L CHK	Cheek (face), left
RTAT R CHK	Cheek (face), right
RTAT CHEST	Chest
RTAT CHIN	Chin
RTAT EAR	Ear, nonspecific
RTAT L EAR	Ear, left
RTAT R EAR	Ear, right
RTAT ELBOW	Elbow, nonspecific
RTAT L ELB	Elbow, left
RTAT R ELB	Elbow, right
RTAT FACE	Face, nonspecific
RTAT FNGR	Finger, nonspecific
RTAT L FGR	Finger(s), left hand
RTAT R FGR	Finger(s), right hand
RTAT FOOT	Foot, nonspecific
RTAT LFOOT	Foot, left
RTAT RFOOT	Foot, right
RTAT FARM	Forearm, nonspecific
RTAT LFARM	Forearm, left
RTAT RFARM	Forearm, right
RTAT FHD	Forehead
RTAT FLBOD	Full body
RTAT GROIN	Groin area
RTAT HAND	Hand, nonspecific
RTAT L HND	Hand, left
RTAT R HND	Hand, right
RTAT HEAD	Head, nonspecific
RTAT HIP	Hip, nonspecific
RTAT L HIP	Hip, left
RTAT R HIP	Hip, right
RTAT KNEE	Knee, nonspecific
RTAT LKNEE	Knee, left
RTAT RKNEE	Knee, right
RTAT LEG	Leg, nonspecific
RTAT L LEG	Leg, left
RTAT R LEG	Leg, right
RTAT LIP	Lip, nonspecific
RTAT LWLIP	Lip, lower
RTAT UPLIP	Lip, upper
RTAT NECK	Neck
RTAT NOSE	Nose

RTAT PENIS	Penis
RTAT SHLD	Shoulder, nonspecific
RTAT LSHLD	Shoulder, left
RTAT RSHLD	Shoulder, right
RTAT THGH	Thigh, nonspecific
RTAT LTHGH	Thigh, left
RTAT RTHGH	Thigh, right
RTAT WRS	Wrist, nonspecific
RTAT LWRS	Wrist, left
RTAT RWRS	Wrist, right
TD ANALGES	Analgesics (pain relievers)
TD ANBTCS	Antibiotics
TD ACONVUL	Anticonvulsants (seizure medicines)
TD ADEPRES	Antidepressants (mood-lifters)
TD ANTINFL	Anti-inflammatory medication
TDBRNCHDL	Bronchial dilators
TD CARDIAC	Cardiac (heart medications)
TD HYPNOTI	Hypnotics (sleeping aids)
TD INSULIN	Insulin
TD RITALIN	Ritalin
TD TRANQUI	Tranquilizers
TD OTHER	Other therapeutic medications not listed above

#### 4.6 State and Country

Code	Description
WV	West Virginia
AL	Alabama
AK	Alaska
AZ	Arizona
AR	Arkansas
CA	California
CO	Colorado
CT	Connecticut
DE	Delaware
DC	District of Columbia
FL	Florida
GA	Georgia
HI	Hawaii
ID	Idaho
IL	Illinois
IN	Indiana
IA	Iowa
KS	Kansas
KY	Kentucky
LA	Louisiana
ME	Maine
MD	Maryland
MA	Massachusetts

MI	Michigan
MN	Minnesota
MS	Mississippi
MO	Missouri
MT	Montana
NB	Nebraska
NV	Nevada
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NY	New York
NC	North Carolina
ND	North Dakota
OH	Ohio
OK	Oklahoma
OR	Oregon
PA	Pennsylvania
RJ	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VT	Vermont
VA	Virginia
WA	Washington
WI	Wisconsin
WY	Wyoming
AM	American Samoa (Islands)
BK	Baker Island
CZ	Canal Zone
CG	Carolina Islands
GM	Guam
HO	Howland Island
JR	Jarvis Island
JI	Johnston Island
KI	Kingman Reef
MK	Mariana Islands
MH	Marshall Islands
MW	Midway Islands
VL	Navassa Island
PL	Palmyra Atoll
PR	Puerto Rico
VI	U.S. Virgin Islands
WK	Wake Island
EE	Absentee Shawnee
AX	Apache Tribe
CK	Caddo Tribe
DA	Cheyenne & Arapaho Tribes
DW	Citizen Band Pottawatomie Tribe

DP	Comanche Nation
DL	Devil's Lake Sioux Tribe
FC	Fond du Lac
IW	Iowa Tribe
KK	Kickapoo Tribe
KW	Kiowa
LP	Lac du Flambeau - Band of Lake Superior Chippewa
LL	Leech Lake Band of Chippewa
IX	Menominee
DS	Miami Tribe
LC	Mille Lacs
DT	Muscogee (Creek) Tribe
OS	Oglala Sioux
OT	Oneida Tribe of Indians of Wisconsin
OG	Osage Nation
OO	Otoe-Missouria Tribe
PW	Pawnee Tribe
PN	Ponca Tribe
RL	Red Lake
FX	Sac & Fox
SK	Seminole Nation
DV	Seneca-Cayuga Tribes
KP	Shakopee
UC	Turtle Mountain Band of Chippewa
WE	White Earth
WT	Wichita Tribe
WD	Wyandotte Tribe
AT	Alberta
BC	British Columbia
MB	Manitoba
NK	New Brunswick
NF	Newfoundland (includes Labrador)
NT	Northwest Territories
NS	Nova Scotia
ON	Ontario
PE	Prince Edward Island
PQ	Quebec
SN	Saskatchewan
YT	Yukon (Territory)
AG	Aguascalientes
BA	Baja California (Northern Section)
BJ	Baja California Sur (Southern Section)
CE	Campeche
CI	Chiapas
CH	Chihuahua
CU	Coahuila
CL	Colima
DF	Distrito Federal (Mexico, D. F.)
DO	Durango
GU	Guanajuato

GR	Guerrero
HL	Hidalgo
JL	Jalisco
MX	Mexico (state)
MC	Michoacan
MR	Morelos
NA	Nayarit
NL	Nuevo Leon
OA	Oaxaca
PB	Puebla
QU	Queretaro
QR	Quintana Roo
SL	San Luis Potosi
SI	Sinaloa
SO	Sonora
TB	Tabasco
TA	Tamaulipas
TL	Tlaxcala
VC	Veracruz
YU	Yacatan
ZA	Zacatecas
AF	Afghanistan
AA	Albania
AN	Algeria
AD	Andorra
AO	Angola
AE	Anguilla
AI	Antigua and Barbuda
AT	Argentina
AP	Armenia
AJ	Aruba (now independent)
AH	Ashmore and Cartier Islands
AS	Australia
AU	Austria
AV	Azerbaijan
AQ	Azores (Islands)
BD	Bahamas, The
BE	Bahrain/Bahrein
BW	Balearic Islands
BL	Bangladesh
BB	Barbados
BF	Bassas Da India
BG	Belgium
BH	Belize (formerly British Honduras)
DH	Benin (formerly Dahomey)
BM	Bermuda
BN	Bhutan
BV	Bolivia
BP	Bosnia and Herzegovina
BT	Botswana

BQ	Bouvet Island
BZ	Brazil
BO	British Indian Ocean Territory
VB	British Virgin Islands
BX	Brunei
BU	Bulgaria
UV	Burkina Faso (known as Burkina, formerly Upper Volta)
BR	Burma
BI	Burundi
BY	Byelarus
CJ	Cambodia (formerly Khmer Republic and Kampuchea)
CM	Cameroon
CD	Canada (Province unknown)
ZI	Canary Islands
CV	Cape Verde Islands
CP	Cayman Islands
CW	Central African Republic
CF	Chad
CQ	Chile
RC	China, People's Republic of
HR	Christmas Island, Territory of
DB	Clipperton Island
DD	Cocos (Keeling) Islands
CB	Colombia
DG	Comoros (or Comoros Islands)
RB	Congo, Republic of
DI	Cook Islands
DJ	Coral Sea Islands
CR	Costa Rica
KC	Croatia
CC	Cuba
CS	Cyprus
EZ	Czech Republic
DK	Denmark
DN	Djibouti
DM	Dominica
DR	Dominican Republic
EU	Ecuador
EY	Egypt (United Arab Republic)
EL	El Salvador
EN	England
EK	Equatorial Guinea
ET	Eritrea
ES	Estonia
EO	Ethiopia
ER	Europa Island
FA	Falkland Islands
FO	Faroe Islands
FJ	Fiji
FD	Finland

FN	France
FG	French Guiana
FP	French Polynesia
FR	French Southern and Antarctic Lands, Territory of the(French overseas territory)
GB	Gabon
GK	Gambia, The
GZ	Gaza
GD	Georgia
GE	Germany
GG	Ghana
RG	Gibraltar
GO	Glorioso Islands
GC	Greece
GN	Greenland
GJ	Grenada
GP	Guadeloupe
GT	Guatemala
GF	Guernsey
GI	Guinea
PG	Guinea Bissau (formerly Portuguese Guinea)
GY	Guyana
HT	Haiti
HE	Heard Island and McDonald Islands, Territory of
HD	Honduras
HK	Hong Kong
HU	Hungary
IC	Iceland
IB	Isle of Man
II	India
IO	Indonesia
IR	Iran
IQ	Iraq
IE	Ireland (does not include Northern Ireland)
IS	Israel
IT	Italy (includes Sicily and Sardinia)
IY	Ivory Coast (Cote d'Ivoire, Republic of)
JM	Jamaica
JN	Jan Mayen
JA	Japan
JE	Jersey
JO	Jordan
JU	Juan de Nova Island
KT	Kazakhstan
KE	Kenya
KB	Kiribati (formerly Gilbert Islands)
KN	Korea, North
KO	Korea, South
KU	Kuwait
KY	Kyrgyzstan
LS	Laos

LN	Lebanon
LE	Lesotho
LB	Liberia
LY	Libya
LI	Licchtenstein
LH	Lithuania
LX	Luxembourg
ZD	Macedonia
IM	Madeira Islands
OC	Macau (formerly spelled Macao)
MP	Malagasy Republic (includes Madagascar)
MF	Malawi
MZ	Malaysia
MV	Maldives
ML	Mali
MY	Malta
KH	Manahiki Island
ZB	Martinique
MU	Mauritania
UM	Mauritius
YO	Mayotte, Territorial Collectivity of
MM	Mexico (state unknown)
FS	Micronesia, Federated States of
LD	Moldova
MJ	Monaco
MG	Mongolia
RR	Montserrat
MQ	Morocco
ZO	Mozambique
SJ	Namibia (South West Africa)
NR	Nauru
NP	Nepal
NE	Netherlands (Holland)
NX	Netherlands Antilles
NQ	New Caledonia
NZ	New Zealand
NU	Nicaragua
NN	Niger
NG	Nigeria
IU	Niue
OF	Norfolk Island
NI	Northern Ireland
NW	Norway
OI	Okinawa
OM	Oman
PK	Pakistan
PD	Palau, Republic of
PM	Panama
NO	Papua New Guinea (formerly New Guinea)
PF	Paracel Islands

PV	Paraguay
PU	Peru
PI	Philippines
PC	Pitcairn, Henderson, Ducie, and Oeno Islands (Dependent territory of United Kingdom)
PO	Poland
PT	Portugal
QA	Qatar
RE	Reunion
RU	Romania/Rumania
RA	Russia
SX	Russia (USSR)
RF	Russia Federation
RW	Rwanda
TS	Saint Christopher (or St. Kitts) and Nevis
HS	Saint Helena
LU	Saint Lucia
PS	Saint Pierre and Miquelon
VV	Saint Vincent and the Grenadines
SH	San Marino
TP	Sao Tome and Principe
SB	Saudi Arabia
SS	Scotland
SG	Senegal
SE	Seychelles
SA	Sierra Leone
SR	Singapore
LF	Slovakia
LO	Slovenia
BS	Solomon Islands (formerly British Solomon Islands)
SM	Somalia
SF	South Africa
GS	South Georgia and the South Sandwich Islands
SP	Spain
TE	Spratly Islands
CY	Sri Lanka (formerly Ceylon)
SU	Sudan
ZC	Surinam
SV	Svalbard
SW	Swaziland
SQ	Sweden
SZ	Switzerland
SY	Syria
TW	Taiwan (Republic of China)
TJ	Tajikistan
TZ	Tanzania, United Republic of
TH	Thailand
TO	Togo
TK	Tokelau
TG	Tonga
TQ	Tongareva Island

TT	Trinidad and Tabago
TM	Tromelin Island
TD	Trust Territory of the Pacific Islands
TF	Tuamotu Archipelago
TU	Tunisia
TY	Turkey
UR	Turkmenistan
TR	Turks and Caicos Islands
TV	Tuvalu (formerly Ellice Islands)
UG	Uganda
UK	Ukraine
TC	United Arab Emirates (formerly Trucial States)
US	United States of America (USA)
UY	Uruguay
UZ	Uzberistan
HN	Vanuatu (formerly New Hebrides)
VY	Vatican City
VZ	Venezuela
RV	Vietnam, Socialist Republic of
WL	Wales
WF	Wallis and Futuna
WB	West Bank
WN	West Indies (for West Indies Islands not separately listed)
RS	Western Sahara (formerly Spanish Sahara)
WS	Western Samoa
RY	Yemen, Republic of
YG	Yugoslavia
ZR	Zaire (formerly Congo Kinshasa)
ZM	Zambia
RH	Zimbabwe (formerly Rhodesia)
XX	Unknown
YY	All Others (use when code is not included in any other category)

## 5. Card Formats

## 5.2 WVSP 39 Fingerprint Authorization Card

WVSP 39  
1413

### FINGERPRINT AUTHORIZATION

Type or Print ALL Information

(Facility Number)

Address of Applicant \_\_\_\_\_

Certification: I hereby request a record check be made to find any police record on the herein named individual and by submitting this request, I understand that the submitted information will be retained by the West Virginia State Police in the Automated Fingerprint Identification System.

I certify that this is for official business and I am authorizing \_\_\_\_\_  
to obtain any record found.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

## 5.3 WVSP 39C Fingerprint Authorization Card

WVSP 39C  
6106

### NCPA/VCA FINGERPRINT AUTHORIZATION

TYPE OR PRINT ALL INFORMATION

\_\_\_\_\_  
Entity Number

Address of Applicant: \_\_\_\_\_

Certification: I hereby request a fingerprint based criminal history record check be made to find any West Virginia or federally maintained arrest record on the herein named individual and by submitting this request, I understand that the submitted information will be retained by the West Virginia State Police and/or the FBI in the Automated Fingerprint Identification System.

I certify that this is requested for official business and am authorizing ☐ only the listed qualified entity or ☐ any qualified entity to obtain a copy of any record found.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Qualified Entity and Address)

---

#### 5.4 WVSP FBI Rap Sheet Response

From: [destest001@rfes.com](mailto:destest001@rfes.com) Sent: Mon 8/23/2010 2:01PM  
To: [Vendor@rfes.com](mailto:Vendor@rfes.com)  
Cc:  
Subject: Case:999123456789|TOT:SRE|SUBJECT:FBI: N – JOHN Q PUBLIC  
Attachments: 999123456789.nst

Body of message will have the rapsheet information in it. This information is also included in the NIST file attached to the message.

---

#### 5.5 WVSP State Rap Sheet Response

From: [destest001@rfes.com](mailto:destest001@rfes.com) Sent: Mon 8/23/2010 2:01PM  
To: [Vendor@rfes.com](mailto:Vendor@rfes.com)  
Cc:  
Subject: Case:999123456789|TOT:SRE|SUBJECT:STATE: N – JOHN Q PUBLIC  
Attachments: 999123456789.nst

Body of message will have the rapsheet information in it. This information is also included in the NIST file attached to the message.

## 6. INTERFACE

The interface to the West Virginia State Police (WVSP) will be thru a encrypted connection to our facility. This connection will be based on the expected through put and file sizes. This connection can be either point-to-point or over the internet. All connections must be encrypted with, at a minimum, 168 bit encryption(3DES).

All communications for this interface will be done via a secure e-mail with the NIST file attached. Each file will be named with the incident ID field and followed with (.nst). All responses from the WVSP will have the subject line formatted as shown.

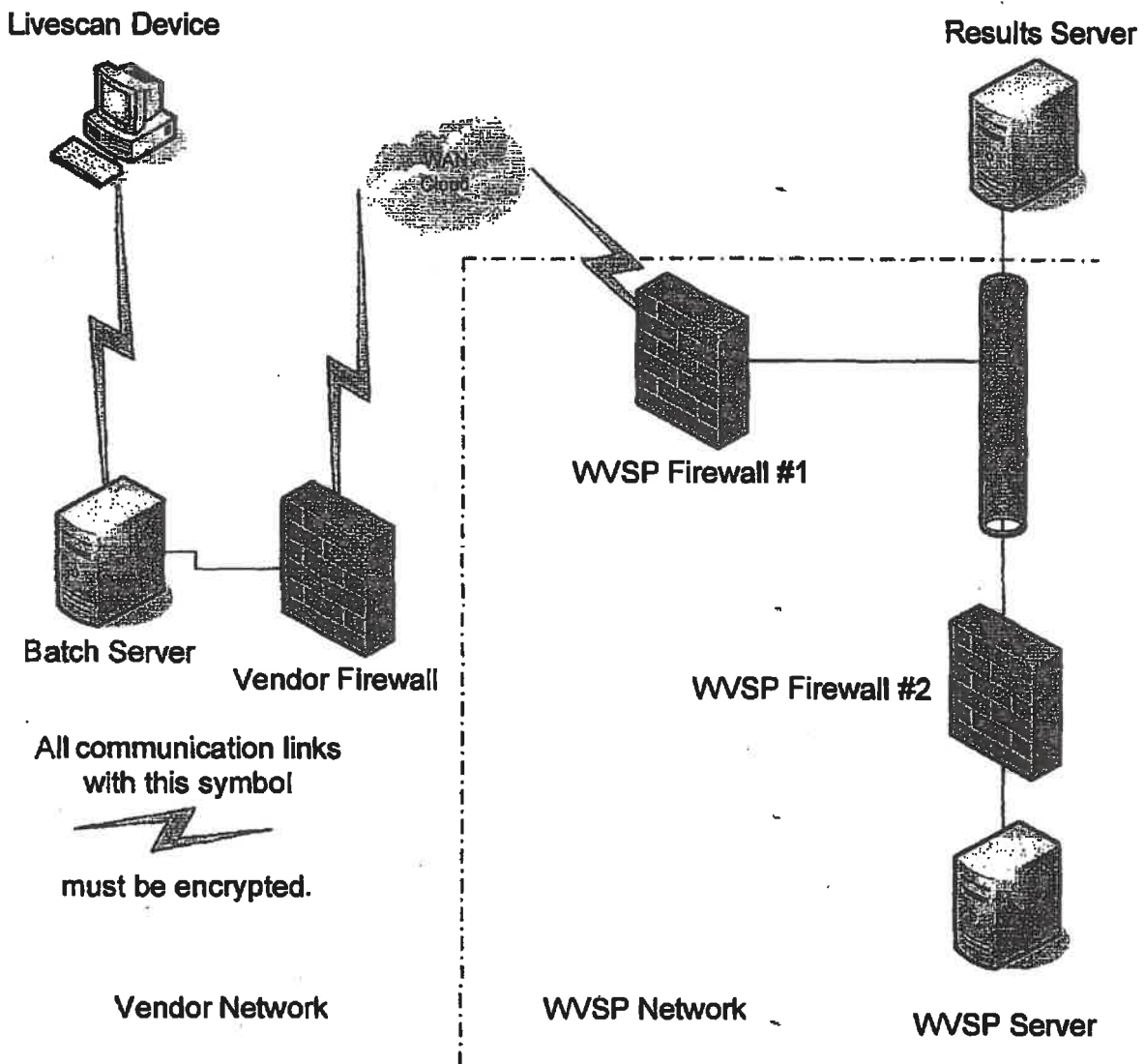
<b>Subject:</b> <b>Case:999123456789/TOT:SRE/SUBJECT:FBI: N – JOHN Q PUBLIC</b>
---

**Case** – This is the TCN number of the submission.

**TOT** – This is the Type 1 field 4 data.

**Subject** – This will identify what type of search was performed (STATE or FBI), whether it was an ident or non-ident (N or I), and the name of the subject.

For the desired layout, see the example below:



# **REQUEST FOR PROPOSAL**

## **(Applicant Fingerprinting Services)**

EXHIBIT D – User/Non-Disclosure Agreement

## APPENDIX B



# West Virginia State Police Criminal Records Section

## NON-DISCLOSURE AGREEMENT

### I. Parties to Agreement

This Agreement, entered by the West Virginia State Police (hereinafter referred to as WVSP), an agency of the State of West Virginia, with headquarters in South Charleston, West Virginia, and \_\_\_\_\_  
(Hereinafter referred to as Vendor), located at \_\_\_\_\_

is intended to set forth the terms and conditions under which criminal history background checks shall be conducted.

- A. WVSP has established and maintains intrastate systems for the collection, compilation, and dissemination of state criminal history records and information of state criminal history records and information in accordance with West Virginia Code §15-2-24 and additionally, is authorized and does participate in similar multi-state and federal criminal history records system pursuant to §15-2-24a;
- B. WVSP and its vendor are subject to and must comply with pertinent state and federal regulations relating to the receipt, use and dissemination of records and record information derived from the systems of the WVSP and the United States Department of Justice (§15-2-24a);
- C. Vendor is a private entity and is eligible to collect data for submission as part of a criminal history check, and route the resultant criminal history records as part of the screening process for employers, customers, volunteers, contractors, vendors, etc; and

**West Virginia State Police**  
**Criminal Records Section**  
**Non-Disclosure Agreement**

- D. Vendor is willing to provide such services so long as proper reimbursement is made and applicable federal and state laws, rules and regulations are strictly complied with.**

**Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by reference and made a part thereof, WVSP and Vendor agree as follows:**

**II. Service, Compliance, and Processing**

**A. WVSP agrees to:**

- 1. Assist Vendor concerning the privacy and security requirements imposed by state and federal law, and regulations; provide Vendor with copies of all relevant laws, rules, and or regulations as well as updates as they occur; offer periodic training for Vendor's personnel;**
- 2. Provide Vendor with such state criminal history records and information as reported to, processed, and contained in its' systems and legally available to the end-user through the Vendor; and**
- 3. If applicable, act as an intermediary between Vendor and the United States Department of Justice securing for the use and Benefit of Vendor such federal and multi-state criminal history records of information as may be available to or through Vendor services under federal regulations.**

**B. Vendor agrees to:**

- 1. Vendor agrees to abide by the laws or regulations of this State and the federal government, any present or future rules, policies, or procedures adopted by the State Central Repository to the extent that they are applicable to the information provided under this agreement;**

**West Virginia State Police**

**Criminal Records Section**

**Non-Disclosure Agreement**

2. Obtain a completed and signed WVSP Form 39, Fingerprint Authorization, or the electronic equivalent, (provided by WVSP) from every person, for whom Vendor submits a request for a criminal history background check to WVSP. (The signed Fingerprint Authorization allows the release of state and, if applicable, national criminal history record information to the end-user). Vendor shall attach the original of every Fingerprint Authorization Form to the submitted fingerprint card or electronic equivalent thereof and Vendor may retain a copy thereof;
3. Obtain and verify the identity of the person subject to the record check by confirming the information provided by the subject by comparing the information with a valid, governmentally issued photo identification;
4. Use only fingerprint cards approved by the WVSP or submit to electronic fingerprint transfer devices approved by WVSP which are specifically designed for use for criminal history checks; provide WVSP with a properly completed and executed fingerprint card or electronic fingerprint submission for each current or prospective customer for whom Vendor submits a criminal history record check pursuant to this agreement;
5. Keep all records necessary to facilitate a security audit, (§15-2-24a) by WVSP and to cooperate in such audits as WVSP or other authorities may deem necessary. Examples of records that may be subject to audit are criminal history records; notification that an individual has no criminal history; internal policies and procedures articulating the provisions for physical security; records of all disseminations of criminal history information; and a current, executed Vendor Agreement with WVSP;
6. Vendor shall pay for services provided by the WVSP and, if applicable, the Federal Bureau of Investigation (FBI) with the submission of the fingerprint card or the electronic submission of the fingerprints. Payment is to be by certified check, company check or money order made payable to:

***The Superintendent, West Virginia State Police***

**West Virginia State Police**  
**Criminal Records Section**  
**Non-Disclosure Agreement**

7. Maintain adequate records and monitor allocated funds for payment of services under this agreement;
8. Insure that the appropriate personnel know to keep the information obtained under this agreement in a secure place and to use it only for the screening or routing purposes as outlined in this agreement;
9. Promptly advise WVSP of any violations of this agreement; and
10. Notify the person requesting services of his/her right to obtain a copy of the criminal history records, if any contained in the report and of the person's right to challenge the accuracy and completeness of any information contained in such report, and to obtain a determination as to the validity of such challenge before a final determination regarding the person is made by the end-user reviewing the criminal history information. (Information on these rights may be obtained by contacting the WVSP, regarding state criminal history information at West Virginia State Police, Attn: Criminal Records Section, 725 Jefferson Road, South Charleston, West Virginia 25309-2968, (304) 746-2170, or by contacting the FBI, regarding federal/national records at FBI, Criminal Justice Information Services Division, Attn: SCU, MOD D-2, 1000 Custer Hollow Road, Clarksburg, West Virginia, 26306, (304) 625-3878).

**III. Privacy, Security and Non-Disclosure.**

- A. Vendor shall provide criminal history record information acquired hereunder only to authorized end-users;
- B. Vendor shall not commingle criminal history records with other records, whether such records are public or not;
- C. Vendor shall not duplicate and/or disseminate criminal history records acquired hereunder for use outside of Vendor services except as authorized by state and federal law. Sharing of criminal history records or collected data outside of this Agreement is prohibited;

**West Virginia State Police**  
**Criminal Records Section**  
**Non-Disclosure Agreement**

- D. Vendor has been approved to receive for the purpose of forwarding criminal history information to end-user pursuant to specific authority or authorization and shall not use criminal history record information acquired pursuant to such approval for any other purpose;**
- E. Vendor may destroy criminal history records/collected data when they are no longer needed and it is recommended that these records are indeed destroyed. Destruction of these records must approved and be accomplished in a secure and thorough manner so information cannot be retrieved.**
- F. Vendor shall maintain criminal history records/data acquired hereunder in a secure file, system, or other security device in an access-controlled area; and**
- G. Pursuant to this agreement, WVSP reserves the right to inspect the security measures utilized by Vendor to prevent unnecessary access to the records/data obtained through this agreement and to perform security audits on such records in addition to internal policies and procedures articulating the provisions for physical security; records of all disseminations of criminal history information; and a current, executed Vendor Agreement with WVSP.**

**IV. Termination**

**Either WVSP or Vendor may suspend the performance of Services under, or terminate this agreement in writing, or when, in the reasonable estimation of WVSP or Vendor, the other party has breached any material term of the agreement. Furthermore, upon WVSP becoming aware of a violation of this agreement which might jeopardize West Virginia's access to federal criminal history information, WVSP shall have the option of suspending services under this agreement, pending resolution of the problem. The violation of any material term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules referred to in this agreement shall be deemed a breach of a material term of the agreement.**

**West Virginia State Police**  
**Criminal Records Section**  
**Non-Disclosure Agreement**

WVSC §15-2-24 provides that criminal history record information from WVSP is confidential, and may not be disclosed except as specifically in this section. National criminal history information received from the FBI is made confidential by federal law and regulation.

**V. Miscellaneous**

- A. Vendor agrees that Vendor is currently operating a lawful business and Vendor shall promptly notify WVSP upon any change to the above, included but not limited to name, address, and status as a business or other entity;**
- B. This agreement supersedes any previous agreement concerning the use or receipt of criminal history record information;**
- C. This agreement may be amended by WVSP as needed, to comply with state or federal laws or regulations, or administrative needs of WVSP;**
- D. This agreement is binding upon all Vendor employees, agents, officers, representatives, volunteers, contractors, successors in interest, beneficiaries, subsidiaries, and assigns; and**
- E. Vendor agrees to indemnify and save harmless the State of West Virginia, the Department of Military Affairs and Public Safety, the State Police, the State Central Repository, other criminal justice agencies as defined by the Code of Federal Regulations, Title 28, Chapter 1, Part 20, and the employees of any of the above entities (1) from and against any and all causes of action, demands, suits, and other proceedings of whatsoever nature; (2) against all liability to others, including any liabilities or damages by reason of or arising out of any arrest or imprisonment or any cause of action whatsoever, and (3) against any loss, cost, expense, and damage resulting there from, arising out of or involving any negligence on the part of the Vendor in the exercise, use of enjoyment of this agreement.**



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

State of West Virginia  
Centralized Request for Proposals  
Service - Prof

**Proc Folder:** 1054629

**Doc Description:** Addendum #1 Statewide Contract for Fingerprinting Services

**Reason for Modification:**

Addendum #1 to move bid opening from 6/23/2022 to 6/30/2022.

**Proc Type:** Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-21	2022-06-30 13:30	CRFP 0212 SWC2200000002	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

Addendum #1 to move bid opening from 06/23/2022 to 06/30/2022.

The West Virginia Purchasing Division is soliciting responses to obtain Electronic Live Scan Fingerprinting Services for Non-Criminal Justice purposes that will be utilized by State and Private Agencies and processed through the West Virginia State Police Repository Criminal Identification Bureau per the specifications and terms and conditions as attached hereto.

\*\*\*\*ONLINE SUBMISSIONS FOR THIS REQUEST FOR PROPOSAL (RFP) ARE PROHIBITED\*\*\*\*

\*\*\*\*ADDITIONALLY, the Vendor should clearly separate and identify the cost proposal from the technical proposal in a separately sealed envelope.

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV	99999	No City	WV	99999
US			US		

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Fingerprint Services - See Cost Sheet	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
92121602			

**Extended Description:**

Applicant Fingerprint Services - See Exhibit A: Cost Sheet

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by June 10, 2022 at 10:00 AM ET	2022-06-10

# **SOLICITATION NUMBER: CRFP SWC2200000002**

## **Addendum Number:**

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The purpose of this addendum is to modify the solicitation identified as CRFP SWV2200000002 ("Solicitation") to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- ☒ [ X ] Modify bid opening date and time
- ☐ [ ] Modify specifications of product or service being sought
- ☐ [ ] Attachment of vendor questions and responses
- ☐ [ ] Attachment of pre-bid sign-in sheet
- ☐ [ ] Correction of error
- ☐ [ ] Other

### **Description of Modification to Solicitation:**

**1) To move bid opening from 06/23/2022 to 06/30/2022. Bid opening time remains the same at 1:30 PM ET**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



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

State of West Virginia  
Centralized Request for Proposals  
Service - Prof

**Proc Folder:** 1054629

**Doc Description:** Addendum #2 Statewide Contract for Fingerprinting Services

**Reason for Modification:**

Addendum #2 to attach the vendor questions and answers and to move bid opening to 07/05/2022.

**Proc Type:** Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-24	2022-07-05 13:30	CRFP 0212 SWC2200000002	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

Addendum #2 to attach the vendor questions and answers and to move bid opening to 07/05/2022. Bid opening time remains the same at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting responses to obtain Electronic Live Scan Fingerprinting Services for Non-Criminal Justice purposes that will be utilized by State and Private Agencies and processed through the West Virginia State Police Repository Criminal Identification Bureau per the specifications and terms and conditions as attached hereto.

\*\*\*\*ONLINE SUBMISSIONS FOR THIS REQUEST FOR PROPOSAL (RFP) ARE PROHIBITED\*\*\*\*

\*\*\*\*ADDITIONALLY, the Vendor should clearly separate and identify the cost proposal from the technical proposal in a separately sealed envelope.

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV	99999	No City	WV	99999
US			US		

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Fingerprint Services - See Cost Sheet	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
92121602			

**Extended Description:**

Applicant Fingerprint Services - See Exhibit A: Cost Sheet

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by June 10, 2022 at 10:00 AM ET	2022-06-10

# **SOLICITATION NUMBER: CRFP SWC2200000002**

## **Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFP SWV2200000002 (“Solicitation”) to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- ☒ [ X ] Modify bid opening date and time
- ☐ [ ] Modify specifications of product or service being sought
- ☒ [ X ] Attachment of vendor questions and responses
- ☐ [ ] Attachment of pre-bid sign-in sheet
- ☐ [ ] Correction of error
- ☐ [ ] Other

### **Description of Modification to Solicitation:**

- 1) To move bid opening from 06/30/2022 to 07/05/2022. Bid opening time remains the same at 1:30 PM ET**
- 2) To attach the Vendor Questions and Answers**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ADDENDUM ACKNOWLEDGEMENT

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFP SWC2200000002

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
Addendum No. 3	<input type="checkbox"/> Addendum No. 8
Addendum No. 4	<input type="checkbox"/> Addendum No. 9
Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Idemia Identity & Security USA LLC

Company



Casey Mayfield

Authorized Signature

June 29 2022

Date

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

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q1:** (4.2.1.3.3) We have reviewed Exhibit B; however, can the State please elaborate on what encompasses the “release of record authorization process”?

**A1:** The applicant will click a box giving the Vendor & WVSP authorization to obtain their fingerprints and process a background check.

**Q2:** (4.2.1.3.8) Can the State please clearly define what is meant by “results” in this context?

**A2:** Information that is contained in the background check response.

**Q3:** (4.2.1.8.1) Can the State please offer examples of maintenance types that may be requested?

**A3:** The Vendor may be asked to install and maintain servers and equipment across the state.

**Q4:** (4.2.2.2.3) What timeframe is the Vendor afforded to send an applicant a requested fingerprint card? How are fees assessed for these copies, what is the required delivery method and who is responsible for the cost?

**A4:** WVSP receives blank fingerprint cards free from the FBI. Agencies request cards and authorization stickers from WVSP. If an applicant requests a card, they get a copy immediately. Vendor is responsible for payment collection and delivery costs.

**Q5:** (4.2.2.2.4) Can required forms be provided and digital signatures be collected electronically during the online scheduling process?

**A5:** No. Signature must be captured at the same time that prints are captured.

**Q6:** (4.2.2.2.5) Pertaining to the requirement that “a backup copy of the database will be written to an external location on the WVSP network daily” – can the State please expand on what is expected of vendors in fulfillment of this requirement? Is the expectation that:

- a full year of data will be delivered to the State on a daily basis; or
- new records will be sent twice - once as a submission and once as part of the backup process; or
- the Vendor will back data up on at least a daily basis?

**A6:** Backups should occur daily and are the Vendor’s responsibility.

**Q7:** (4.2.2.2.5) Are we correct in stating that the State is seeking access to a client-facing platform for which an administrator will be granted access for audit and reporting purposes and that the State is not seeking administrative account access to the Vendor’s servers?

**A7:** Yes

**Q8:** (4.2.2.2.6) For situations in which a paper card is required, can the Vendor’s online platform be utilized to capture electronic signatures for the FBI forms?

**A8:** No. A signature pad should be used to capture all signatures.

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q9:** (4.2.2.3.1) Can the State please provide detailed information as to the fingerprint technician approval process as required by the West Virginia State Police?

**A9:** Quality fingerprints are required to be obtained. Rolled & slap images must be captured clearly, and exemptions need to be clearly marked. Anything not meeting this standard will be rejected.

**Q10:** (4.2.2.3.1) Can receipts be supplied electronically?

**A10:** Yes, but there must be an option for a printed copy as well.

**Q11:** (4.2.2.3.2) How many onsite stations does the State anticipate will be required?

**A11:** As many as needed to satisfy the requirements listed in the RFP.

**Q12:** (4.2.2.3.3 (4)) Can the release and record check authorization be supplied when the subject schedules the appointment and signed digitally?

**A12:** No

**Q13:** (4.2.2.4) Can the results server process operate via the Vendor's location, and can it be managed by Vendor resources?

**A13:** The results server is owned by WVSP but remote access can be given if necessary.

**Q14:** (4.2.2.4) Pertaining to the clause "this hardware and software solution, which will be provided by the Vendor, but remain under the physical control and security of the State" - does this mean that our hardware/servers would be required to be physically located in a dedicated space in West Virginia as directed by the State? Or is the vendor permitted to use a vendor-located and administered system that currently is approved by (and processes results for) the FBI?

**A14:** The hardware and software solution would be required to be physically located in a dedicated space in West Virginia as directed by the State.

**Q15:** (4.2.2.4) Are vendors permitted to deliver results by methods other than email to ensure security?

**A15:** Mailings can be done through the US Postal Mail service

**Q16:** (4.2.2.4) Can the State please provide details as to the process, requirements and frequency associated with paper letters? How should Vendors assess fees for sending paper letters?

**A16:** This will be determined by the Vendor

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q17:** (4.2.2.4) Can the State please provide details as to what tasks are required in adjudicating a transaction?

**A17:** Customizable per the State's needs

**Q18:** (4.2.2.4) Regarding the clause "authorized users must be allowed to... perform follow up inquiries to appropriate data sources to complete tasks necessary to adjudicate the transaction" – can the State please offer a description of what would constitute a follow-up inquiry and also offers examples of "appropriate data sources"?

**A18:** Restarting cases, resubmitting cases, or merging cases

**Q19:** (4.2.2.4) Does the State have any interest in incorporating Rap Back functionality in this proposed program?

**A19:** Yes

**Q20:** (4.2.2.9.3) Can the State please confirm what the go-live date is for this proposed program?

**A20:** Award date is unknown at this time. To prevent a disruption in service, the State would like this contract to start on 8/1/2022 or as soon as possible thereafter.

**Q21:** (4.2.2.9.3) Can the State please indicate if testing is included in the 90-day project delivery timeline?

**A21:** Yes

**Q22:** (4.3.1.2) The State has indicated that vendors should not include any material that is deemed proprietary/confidential (such as client contact information) as its protection is not guaranteed. How does the State advise vendors respond to this section in order to keep client's contact information confidential yet still fulfill the terms of the submission requirement?

**A22:** To be determined by the Vendor. It is the Vendor's obligation to secure all PII (Personal Identifying Information)

**Q23:** (General Terms and Conditions) Are vendors required to submit signed versions of pp. 25 with response submissions or is this only required upon contract award?

**A23:** Upon contract award

**Q24:** (Federal Funds Addendum) Are vendors required to submit signed versions of pp. 32 with response submissions or is this only required upon contract award?

**A24:** Upon contract award

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q25:** (Exhibit A – Cost Sheet) Can the State please provide current pricing for all line items in the price table located on pp. 61?

**A25:** Current contract information can be found on our website, [www.wvpurchasing.gov](http://www.wvpurchasing.gov)

**Q26:** Please confirm if the vendor can print an Applicant offsite with a completed inked or electronically printed FBI standard fingerprint card and send via USPS mail.

**A26:** WVSP will not accept any paper cards. Applicants can be printed by ink but cards must be scanned and submitted electronically.

**Q27:** In the event a communication circuit is not operational, and fingerprint submissions are not available to be delivered, are backup copies of the database still expected to be written to the WVSP network daily (and if so, is this a separate encrypted network made available to vendors).

**A27:** Backups must be sent at earliest availability. Vendor will be responsible for system restore.

**Q28:** PG 20, Item 31 Your Submission is a Public Document. This General Term and Condition explicitly states no part of the vendor's RFP response shall be marked "Confidential". In the event the vendor has information relevant to why its proposed approach is "superior" to others, and this information is in fact, propriety and/or confidential, may the vendor request oral presentation(s) regarding the confidential information so that the State will have all meaningful facts and data in which to make a best value decision for the State?

**A28:** Should the Agency choose to do an Oral Interview, the vendor will only be able to clarify information contained in their proposal. The RFP evaluation will be done on the submitted proposal documents.

**Q29:** Please confirm if vendors are able to submit an electronic bid submission via wvOASIS?

**A29:** Online submissions for this Request for Proposal (RFP) are Prohibited.

**Q30:** We respectfully request a seven day extension to the current Solicitation Close date of 2022-06-23 13:30. This extension will provide time for vendors to make necessary updates to their proposal responses based on receipt of questions and answers.

**A30:** Because of the critical nature of this contract, the State is not inclined to extend the bid opening at this time.

**Q31:** What is the proposed award date and effective date of the contract?

**A31:** Award date is unknown at this time. To prevent a disruption in service, the State would like this contract to start on 8/1/2022 or as soon as possible thereafter.

**Q32:** Are you able to provide a narrative on how the state managed the COVID-19 pandemic with the current vendor? (4.2.1.3)

**A32:** No

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q33:** Can you provide a list of the current fingerprint locations? (4.2.1.3.1)

**A33:** No. You may contract 855-766-7746 or go to UEnroll.Identogo.com

**Q34:** Can you provide a count of annual fingerprint by location? (4.2.1.3.1)

**A34:** No

**Q35:** Are all the current locations owned/leased by the current provider or are subcontractors being use? (4.2.1.3.4)

**A35:** A mixture of owned/leased and partnerships

**Q36:** Can the live scan receipt be emailed to the applicant and/or authorized recipient? (4.2.1.3.4)

**A36:** Yes, but there must be an option for a printed copy as well.

**Q37:** If the applicant does not visit a location during their scheduled appointment time, is a rescheduling fee able to be applied? (4.2.1.3.5)

**A37:** No.

**Q38:** Has there been any contract pricing modification or software/hardware upgrades or enhancements that the state has been billed for in excess of contracted amounts with the current vendor? For example, if DBI CJIS adopts a new security policy or standard, can the vendor bill the state for the updated need to vendor systems to be in compliance with the new policy? (4.2.1.5)

**A38:** Per the Terms & Conditions, Section 13: The pricing set forth herein is firm for the life of the contract, unless specified elsewhere within this Solicitation/Contract by the State.

**Q39:** What is the current percentage of transactions that are billed verses transactions where the applicant pays? (4.2.1.5.1)

**A39:** Unknown

**Q40:** How many fingerprint systems are operated by State Agencies for the purpose of their applicants? (4.2.1.6.1)

**A40:** Not relevant to this Solicitation

**Q41:** Under the current contract, is the current vendor's projected manager engages with on a daily basis? (4.2.1.7)

**A41:** We will anticipate engaging with the Vendor on a monthly basis, at the minimum. We would like to have daily engagement with the Program and Field Managers.

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q42:** Can you provide examples of the template used by the current project manager? (4.2.1.7.1)

**A42:** No

**Q43:** What is the current vendor's uptime percentage? (4.2.1.8.1)

**A43:** Not relevant to this Solicitation

**Q44:** Is the State considering adding photo capture for non-criminal justice fingerprint transmissions? (4.2.2.2.1)

**A44:** No

**Q45:** Of all fingerprint submissions, what percentage are sent to the FBI? (4.2.2.2.5)

**A45:** Unknown at this time

**Q46:** How will the vendor be notified of unsuccessful transmissions? (4.2.2.2.5)

**A46:** An error message will be sent via Email

**Q47:** Will the state or the vendor be responsible for notifying an applicant of an unsuccessful transmission? (4.2.2.2.5)

**A47:** Vendor

**Q48:** What EBTS version is the state using? (4.2.2.2.5)

**A48:** EBTS 10

**Q49:** How do the user agencies verify identification? (4.2.2.2.6)

**A49:** Valid Drivers License, Valid State/Federal ID, or Passport

**Q50:** Will the vendor be required to establish an identification policy for the ink cards being mailed in that are not captured by the vendor? (4.2.2.2.6)

**A50:** WVSP will not accept any paper cards. Applicants can be printed by ink but cards must be scanned and submitted electronically.

**Q51:** Can you please provide your turnaround time for state ADIS checks and the turnaround time from the state to the FBI to better assist us in providing you with a timeframe? (4.2.2.3.1)

**A51:** The State and the FBI both have 72hr turnaround times

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q52:** Does the state of WV allow individual applicants to submit fingerprints for a copy of their personal state criminal history? (4.2.2.3.1)

**A52:** Yes

**Q53:** If requested for on-site fingerprint services with less than 25 people, can a fee be assessed? (4.2.2.3.2)

**A53:** Vendor will only be permitted to charge an additional per print fee for groups of 25 or more Applicants.

**Q54:** Who are the software and hardware vendors for the central collection server? (4.2.2.4)

**A54:** Current contract information can be found on our website, [www.wvpurchasing.gov](http://www.wvpurchasing.gov)

**Q55:** Would a cloud based CJIS approved central collection server be acceptable in lieu of a physical switch? (4.2.2.4)

**A55:** Yes

**Q56:** What is the hierarchy of users for the current central transaction switch? (4.2.2.4)

**A56:** Customizable per the needs of the State

**Q57:** Is the state billed a software/hardware maintenance fee by the current vendor for the results processor or central transmission switch? (4.2.2.4)

**A57:** Not relevant to this Solicitation

**Q58:** Does the state of WV utilize FBI FGI rap back, or plan on implementing rap back during the life of the contract? (4.2.2.4)

**A58:** NGI rap back is not utilized currently but is interested in incorporating this functionality

**Q59:** Will the vendor be pushing results to authorized recipients or will they be required to securely log in and retrieve them? (4.2.2.4)

**A59:** Pushing results can be done by email or USPS. A login functionality is acceptable as well.

**Q60:** When was the State of WV's last FBI CJIS audit and were there any findings related to the secure storage and dissemination of criminal history? (4.2.2.5)

**A60:** Spring of 2022. There were no findings that are relevant to this solicitation.

**Q61:** What is the background check process and approval criteria for personnel, and what is turnaround time for the results? How will the vendor be notified? Can you provide disqualifying convictions? (4.2.2.5)

**A61:** Background check process can be done by email or postal mail. Turnaround time is 1 week on average. Disqualifying convictions: felonies, violent misdemeanors, and habitual drug usage.

## SWC2200000002 Addendum #2

### Vendor Questions and Answers

**Q62:** What current systems require the use of two-factor authentication? (4.2.2.5)

**A62:** Most systems currently require this.

**Q63:** What payment options must be available for user agencies? Can this be limited to ACH or would a check and/or credit card option need to be available? (4.2.2.7.3)

**A63:** No. We will not limit to just ACH. Credit card and Debit card options need to be made available to the Agencies.