



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

# Request for Quotation

RFQ NUMBER  
**DPS0925**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

PURCHASER

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Tuppas Software*  
*1640 woodlands Dr.*  
*Maumee, OH 43537*

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
<p>MANPOWER &amp; INVENTORY MANAGEMENT SOFTWARE</p> <p>CONTRACT TO PROVIDE WEB-BASED MANPOWER AND INVENTORY MANAGEMENT SOFTWARE FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

RECEIVED

2009 JAN 27 AM 11:45

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Dawn Tupciauskas* TELEPHONE *419.877.5988* DATE *1-26-09*

TITLE *Project Manager* FEIN *20-1727694* ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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**DPS0925**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Tuppas Software*  
*1690 Woodlands Dr.*  
*Maurice, OH 43537*

SHIP TO

**WEST VIRGINIA STATE POLICE**  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2009				
BID OPENING DATE: 01/28/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dawn Tupclauskas</i>	TELEPHONE 414.877.5988	DATE 1-26-09
TITLE Project Manager	FEIN 20-1727694	ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

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**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Tuppas Software*  
*690 Woodlands Dr.*  
*Mamers OH 43537*

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* **Dawn Tupclauskas** TELEPHONE **419 877-5988** DATE **1-26-09**  
 TITLE **Project Manager** FEIN **20-1727694** ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

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**DPS0925**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Tuppas Software*  
*4690 Woodlands Dr*  
*Maumee, OH 43537*

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT-----		
RFQ. NO.:				DPS0925-----		
BID OPENING DATE:				9/28/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>1-877-322-8963</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>Dawn Tupciauskas</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* **Dawn Tupciauskas** TELEPHONE **419 877-5986** DATE **1-26-09**  
 TITLE **Project Manager** FEIN **20-1727694** ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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# Request for Quotation

RFQ NUMBER:  
**DPS0925**

PAGE:  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*Tuppas Software*  
*1690 Woodlands Dr.*  
*Maumee, OH 43537*

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED <b>01/13/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS0925 ***** TOTAL:						<u>182,864.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* Dawn Tupciauskas TELEPHONE *419.877.5988* DATE *1-26-09*  
 TITLE *Project Manager* FEIN *20-1727694* ADDRESS CHANGES TO BE NOTED ABOVE

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

**SPECIFICATIONS FOR  
100% USER CONFIGURABLE WEB-BASED  
MANPOWER & INVENTORY MANAGEMENT SOFTWARE**

The West Virginia State Police desires to establish and open end contract for the purchase of a totally configurable and true Web-based software that is capable of doing at a minimum and not all inclusive Inventory, Manpower, Leave, Daily Activity and SIQ. This contract shall be available for use by the West Virginia State Police, and other Agencies of the State of West Virginia. This will assist in the implementation of a Statewide standardized Manpower and Inventory Management system for the WVSP.

The purpose of these specifications is to establish minimum requirements for 100% configurable web-based Software used in day to day operations of the WVSP. The specifications must meet or Exceed specifications for Tuppas Software or equivalent. Any exceptions must be explained fully and vendors must complete the Bid Quotation form provided with this RFQ.

1	<u>GENERAL SPECIFICATIONS</u>	COMPLY?	
		Yes	No
1.1	The software shall be a thin client application which shall run on a Web-based server and be accessible via a web browser.	✓	
1.2	The software shall use .NET as its backbone framework.	✓	
1.3	The software shall be SQL compatible.	✓	
1.4	The software shall be able to interface with databases such as Oracle and IBM Profax via ODBC connections.	✓	
1.5	User Designed Screens shall be capable of being developed in a windows based GUI environment by the USER through supplied Web application.	✓	
1.6	The software shall be capable of doing manpower and inventory management.	✓	
1.7	The user shall be provided and have access to the software framework and be able to manipulate, alter and change same.	✓	
1.8	The user shall be provided the source code and be able to manipulate, alter and change same.	✓	
1.9	The Thin client shall not require the loading of any software on the remote computers.	✓	
1.10	All administrative capabilities and or/utilities used by Vendor shall be provided to the user.	✓	

1.11	All software solutions shall be those developed by the Vendor.	✓	
1.12	No third party software shall be offered as part of the solution.	✓	
1.13	The Vendor shall use all of the Departments current DATA.	✓	
1.14	The software shall allow for unlimited User created screens.	✓	
<b>2</b>	<b><u>Technical Requirements</u></b>		
2.1	Vendor shall provide the source code.	✓	
2.2	Vendor shall provide Training to modify the source code.	✓	
2.3	Vendor shall provide user interfaces that are entirely thin (no client-side components used).	✓	
2.4	Vendor shall provide interfaces that can all run on any windows browser and windows mobile operating system.	✓	
2.5	Vendor shall ensure all aspects of the system including database tables, relational design, screens, reports, charts, etc. are 100% modifiable by the user.	✓	
2.6	The Vendor shall ensure all permissions are based on user login.	✓	
2.7	The Vendors software shall support any ANSI SQL database platform.	✓	
2.8	The software shall be Model-driven Architecture to separate custom business logic from the software business logic.	✓	
2.9	The software shall contain wizards or utilities to generate data-entry screens rapidly.	✓	
2.10	The solution shall provide for Expert support for internal programmers.	✓	
2.11	The software solution shall and be willing to work with all mobile devices, barcode scanners and RF devices.	✓	
2.12	The vendor shall provide free modifications to the system for a minimum of one (1) year from project implementation date.	✓	
<b>3</b>	<b><u>Manpower Management</u></b>		
3.1	The vendor shall fully develop and implement the Manpower Management requirements.	✓	



- 4.7 The solution shall provide detail and summary reports of inventory transactions with the ability to filter the data by any criteria collected or within a hierarchy.



5 **Sample Forms NOT all inclusive**

- 5.1 WVSP 64D 7 Day Work Period Report
- 5.2 WVSP 9 Leave Request form
- 5.3 WVSP Members Daily Report of Activity
- 5.4 WVSP 64A Individual Monthly Activity Report
- 5.5 WVSP 64C White Individual Monthly Activity Report
- 5.6 WVSP 64C Green Individual Monthly Activity Report
- 5.7 WVSP 64E Yellow Individual Monthly Activity Report
- 5.8 WVSP 64 BCI Members Daily Report of Activity
- 5.9 WVSP 64 BCI Individual Monthly Activity Report

3.2	This solution shall include all forms used for Manpower Management within the Department.	<input checked="" type="checkbox"/>	
3.3	The implementation shall take no longer than eight (8) weeks from date of bid award.	<input checked="" type="checkbox"/>	
3.4	The solutions shall have custom, 100% modifiable entry screens by user.	<input checked="" type="checkbox"/>	
3.5	The solution shall have screens that include logic to prompt for other forms to be filled out depending on data from the previous screen(s).	<input checked="" type="checkbox"/>	
3.6	The solution shall have the ability for supervisor(s) to review and approve or reject, but not change forms that their employees filled out.	<input checked="" type="checkbox"/>	
3.7	The solution shall have custom, 100% modifiable reports with specified layout, calculations, images, etc. based on the Departments requests.	<input checked="" type="checkbox"/>	
3.8	The solution shall have Datapush (e-mails, pages, etc.) to alert people of error, forms to review or other important information.	<input checked="" type="checkbox"/>	
3.9	All source code and frame work shall be provided to the Department upon full implementation of this phase of the project.	<input checked="" type="checkbox"/>	
4	<b><u>Inventory</u></b>		
4.1	The Vendor shall provide an Inventory module as part of the solution.	<input checked="" type="checkbox"/>	
4.2	The Inventory module shall be location based tracking with images to show where designated items are located in a storage facility.	<input checked="" type="checkbox"/>	
4.3	The solution shall have FIFO (First in First Out) and/or LIFO (Last in First Out) capabilities.	<input checked="" type="checkbox"/>	
4.4	The solution shall have the ability to track inventory assigned to Troopers (individual issue).	<input checked="" type="checkbox"/>	
4.5	The solution shall be able to suggest inventory to be assigned to Troopers depending on selected criteria.	<input checked="" type="checkbox"/>	
4.6	The solution shall work with barcode or RF scanners.	<input checked="" type="checkbox"/>	

**PRICE LIST**  
**100% CUSTOMIZABLE/CONFIGURABLE, WEB-BASED**  
**MANPOWER & INVENTORY MANAGEMENT**  
**SOFTWARE SOLUTION**  
**TO INCLUDE FRAMEWORK AND SOURCE CODE**

**Price**

**VENDOR NAME**  
**PRODUCT NAME**

**FULL IMPLEMENTATION/DEVELOPMENT OF MANPOWER TO INCLUDE**

- |   |                                |
|---|--------------------------------|
| 1. Development/Implementation of all Time sheets.           | IT Support 7,500.00            |
| 2. Compliance with Sections One (1), Two (2), and Three (3) | unlimited screen dtdlg, 995.00 |
| 3. Total Price including First Year Maintenance/Support     | Import data - 4,995.00         |
|   | Manpower mod. - 34,490.00      |
|   | <u>56,980.00</u>               |

**INVENTORY MODULE**

- |  |                  |
|--|------------------|
| 4. Assist with Implementation of Inventory Management      |                  |
| 5. Compliance with Sections One (1), Two (2), and Four (4) |                  |
| 6. Total Price including First Year Maintenance/Support    | <u>67,490.00</u> |

**MAINTENANCE**

- |   |                  |
|---|------------------|
| 7. Maintenance/Support Year Two (2)       | <u>19,197.00</u> |
| 8. Maintenance/Support for Year Three (3) | <u>19,197.00</u> |

**TRAINING**

- |  |                  |
|--|------------------|
| 10. Training for four (4) Staff members, two (2) immediately, two (2) future<br>Five (5) day class minimum | <u>20,000.00</u> |
|--|------------------|

**TOTAL PROJECT PRICING**

182,864.00









# West Virginia State Police Individual Monthly Activity Report

Division \_\_\_\_\_

Month \_\_\_\_\_ Year \_\_\_\_\_

SS# \_\_\_\_\_

Unit# \_\_\_\_\_

Name \_\_\_\_\_

CERTIFICATION: (initial)		SUPERVISOR								SECTION OIC								DIVISION COMMANDER									
DOM	NOD	ROAD PATROL	TRAFFIC	S or A	COMM.	SECURITY		COURT		LABORATORY	HOURS						TEACHING		INV.		CDL	CDDP	CDDP MAINT	OTHER			
						PERSONS	PROPERTY	TRAFFIC	CRIMINAL		AVIATION						ST POL	OTHER	CRIME	OTHER							
											MEDEVAC	TRAFFIC	TRAINING	TRANS	MAINT	MISC.									EDUCATION		
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TOTALS																											

TOTAL COMPENSATION HOURS

\_\_\_\_\_  
 Member's Signature







Exempt   
Non-Exempt

WEST VIRGINIA STATE POLICE  
BUREAU OF CRIMINAL INVESTIGATIONS  
Individual Monthly Activity Report

DRUG SECTION

Month \_\_\_\_\_ Location \_\_\_\_\_ Year \_\_\_\_\_ PID # \_\_\_\_\_ SS # \_\_\_\_\_

# Fel. Arrests \_\_\_\_\_ # Misd. Arrests \_\_\_\_\_ # Persons Arrested Fel. \_\_\_\_\_ # Persons Arrested Misd. \_\_\_\_\_

Marijuana \_\_\_\_\_ Heroin \_\_\_\_\_ Cocaine \_\_\_\_\_  
Methamphetamine \_\_\_\_\_ Crack \_\_\_\_\_ Pharmaceuticals \_\_\_\_\_  
Other (Drugs) \_\_\_\_\_ Total \_\_\_\_\_

COMPENSATORY HOURS	NOD		FEDERAL		ARRESTS		WVIX		REPORTS		CONTROLLED SUBSTANCES			PROPERTY SEIZED	POLICE HOURS													
	DOM	NOD	FELONY	MISD.	FELONY	MISD.	# Persons Arrested	# Persons Arrested Misd.	Board of Pharmacy	INTEL	CRIM INV	Buy Assists	NUMBER		VALUE	SEIZURE	NUMBER	VALUE	NUMBER of Marijuana Trials	FED. COURT	STATE COURT	CRIM. INV	S&A	SPECIAL EVENTS	ASSIST AGENCIES	OTHER	M.J. BRAD	
1																												
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# VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

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

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

Vendor's Name: Tuppas Software Corp.

Authorized Signature:  Date: 6-26-09