



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

DPS1239

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

\*417151256 800-576-7606

EVIDENT INC

739 BROOKS MILL RD

UNION HALL VA 24176-3922

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309

304-746-2141

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2012				

BID OPENING DATE:

05/30/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA STATE POLICE REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR CRIME SCENE INVESTIGATION SUPPLIES UTILIZED BY ALL 55 COUNTIES IN THE STATE OF WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS.						
****BID OPENING: MAY 30, 2012 AT 1:30 PM						
LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
0001	1	EA		680-93		
TEST EQUIPMENT AND SUPPLIES, POLICE						
CRIME SCENE INVESTIGATION SUPPLIES PER THE ATTACHED SPECIFICATIONS & CATALOGUE NUMBERS FOR A TOTAL OF 40 ITEMS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Judy Drimmer</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO + Owner	54-1634534	

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

RECEIVED

2012 MAY 30 AM 7:29

WV PURCHASING  
DIVISION

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST 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.)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Gregg Shuman</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO / Owner	54-1634534	

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Jay Drimmer</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO + Owner	54-1634534	

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<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/15/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Gregg Quinn</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO / Owner	54-1634534	

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<p>CONNIE HILL DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 OR CONNIE.S.HILL@WV.GOV</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> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CONNIE HILL</p> <p>RFQ. NO.: DPS1239</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Joe Drimmer</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO / Owner	54-1634534	

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BID OPENING DATE: MAY 30, 2012						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 888-384-3368						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): Ruth Prillaman						
-----						
***** THIS IS THE END OF RFQ DPS1239 ***** TOTAL: \$84,926.90						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Judy Prillaman</i>	800-576-7606	5-29-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO / owner	54-1634534	

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## REQUEST FOR QUOTATION

0007

### CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS

#### **I. PURPOSE AND SCOPE:**

The West Virginia State Police, is soliciting bids to establish a contract for CRIME SCENE INVESTIGATION SUPPLIES. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

#### **II. DEFINITIONS:**

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia State Police, or any public entity seeking to procure Eligible Items under this Contract.
2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Eligible Items as specified herein.
4. "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalogue price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.
5. "Eligible Item" means supplies offered from the bidder; **except for supplies that are covered through an existing statewide contract, issued by the State of West Virginia Purchasing Division.**
6. "Pricing Pages" means the schedule of prices, discount percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
7. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
8. "RFQ" means the official RFQ published by the Purchasing Division.
9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
10. "Vendor" or "Vendors" means the successful bidder(s).



CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS

**III. GENERAL REQUIREMENTS**

1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
  - a. Eligible Items must be delivered to the procuring agency.

**IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE**

1. **Contract Award:** The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Page based on the Catalogue price of those items and the single percentage discount applied.
2. **Percentage Discount:** Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.

The percentage discount and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

3. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting Catalogue prices, the discount percentage, Discounted Unit Prices, totals, and all other information requested thereon. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid(s) being disqualified. The Discounted Unit Price Vendor lists in the Pricing Pages must be the final price that will be charged to an Agency.

The Pricing Pages contain a list of frequently purchased items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein.

**CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS**

4. **Catalogue:** Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue, or computer disc free of charge to any Agency desiring to use this contract. Copies of the Catalogue or disc may be requested in a usable electronic format and should be provided in that format if possible. Vendor's Catalogue, disc, or website may be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

The Catalogue may be updated at time of renewal, but any price increase and renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

**The successful bidder must register with the State of West Virginia Purchasing Division, and pay the \$125 registration fee; & must be current with unemployment compensation, workers' compensation, and registered with the Secretary of State's office.**

**V. ORDERING AND PAYMENT**

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

## CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS

VI. DELIVERY AND RETURN

1. **Delivery Time:** Vendor shall deliver standard, in-stock orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:

(a) cancellation of the delayed order, and

(b) obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
5. **Return Due to Agency Error:** Standard in-stock items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS

**VII. MISCELLANIOUS**

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
5. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.



## **CRIME SCENE INVESTIGATION SUPPLIES SPECIFICATIONS**

The West Virginia State Police is soliciting bids for crime scene investigation supplies contract.

The vendor will provide quotes per item on the attached list for bidding and award purposes. On any items, the vendor will provide the agency a percentage discount from catalogue list price on all crime scene investigation related supplies. **The attached list/bid form is the top 40 common items the agency uses on a frequent basis, and again is for bidding & award purposes only.**

**NOTE: \*\*\*\* If any part of the specifications or the bid form may prevent a vendor from bidding an item or items, the vendor shall submit their concern(s) by the "questions deadline" provided in the specifications – only a complete bid will be accepted; therefore any deviation, "NA", or "No Bid" line(s) is/are submitted, the bid will be automatically disqualified.**

### **GENERAL**

This attached list is not all inclusive but is for evaluation purposes only. Any supplies that can be purchased from the vendor will be made available to the agency at the discounted bid prices.

**Items may be ordered from this contract as long as they are not covered by any other Statewide Contract.**

### **EVALUATION AND AWARD**

Vendor will provide a price per item for the items listed on the attached bid form, with a percentage discount from list on all supplies.

**The percentage discount from list price shall remain firm for a period of twelve (12) months, or may remain firm for the life of the contract.**

**Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.**

**An award will be made to the lowest responsible bidder.**

**PIGGYBACKING**

All other government agencies may purchase from this contract.

**AUDIT**

The agency, State Auditor's Office and any other government agency that may purchase from this contract, may at any time, audit the winning vendor's records to verify cost compared to cost on invoices charged to the agency. The vendor must make all documents available within 2 hours of a notice of intent to audit.

<u>Item#</u>	<u>Description</u>
1.	<b>Silk Black Volcano Latent Print Powder</b> 16 oz. container Cat. No. BPP0916 or equivalent
2.	<b>Indestructible White Volcano Latent Print Powder</b> 16 oz. container Cat. No. BPP0916 or equivalent
3.	<b>Standard Size Fiberglass Fingerprint Brush</b> Cat. No. 122L or equivalent
4.	<b>Regular Black Magnetic Latent Powder</b> 16 oz. container Cat. No. BPM114L or equivalent
5.	<b>Indestructible White Magnetic Latent Powder</b> 16 oz. container Cat. No. BPM116L or equivalent
6.	<b>Megawand Magentic Powder Applicator</b> Cat. No. 125MD or equivalent
7.	<b>Cyanoacrylate Fuming Compound</b> 20g bottle Cat. No. CNA102 or equivalent
8.	<b>Cyanowand Standard Cartridges - Preloaded With Cyanoacrylate</b> last at least two minutes. 10 each Cat. NO. SCW200 or equivalent
9.	<b>Small Particle Reagent (Dark)</b> 500ml bottles. 3 each Cat. No. SPR100 or equivalent

10. **Ninhydrin Aersol Spray**  
16 oz can. Cat. No. 201C or equivalent
11. **DFO (1,8-Diazafluoren-9-one) Spray**  
100ml bottles. Cat. NO. DFS200P or equivalent
12. **Physical Developer (Silver based aqueous reagent)**  
1liter bottles. Cat. No. LPD100 or equivalent
13. **Transparent Lifting Tape (2" x 360") Rolls**  
Capable of fitting lifting tape dispenser - Cat. No. 144L2 or equivalent
14. **Black Write on Tab Hinge Lifters (2" x 4")**  
Preassembled with acrylic adhesive on a .005 clear acetate tab.  
12 each Cat. No. LP131LB or equivalent
15. **Lifted Print Black Backing/Record Cards (3" x 5")**  
100pk. Cat. No. LPB100 or equivalent
16. **"Crime Scene Do Not Cross" Barrier Tape with Dispenser Box**  
3" x 1000'. Yellow tape with black lettering. Cat. No. BT100 or equivalent
17. **Crime Scene Templates (scale size is ¼":1') Template size 5"x9"x.030"**  
Cat. No. CST1 or equivalent
18. **All Weather Notebooks 8-1/2" x 11"**. The ability to shed water. Spiral Bound with a Polydura cover containing 84 pages (42 sheets).  
Cat. No. RRNBK or equivalent.



19. **Integrity Evidence Bags.** Must be water resistant and include tamperproof seal. Must be 3.2 mil thick or more with chain of custody form printed on front of bag. Size of bag 9" x 12" 100 each Cat. No. IEB9120 or equivalent
20. **Heat Seal Write-Block Evidence Bags.** Bags are a minimum of .004" thick with a write on block on the front of bag for additional instructions. Bags are 10" x 12" in size. 100 each Cat. No. PWB03 or equivalent
21. **Paper Evidence Preprinted Bags With Chain of Custody Form.**  
Size 7" x 4-1/2" x 13-3/4" 100 each Cat. No. EB001P or equivalent
22. **Kraft Paper Roll** 36" x 1000'  
Cat. No. KRP100 or equivalent
23. **Preprinted White Evidence Envelopes with Chain of Custody Form**  
(3-1/2" x 6-1/2") 100 each Cat. No. EE36 or equivalent
24. **Gun Evidence Box with Preprinted Chain of Custody Form.**  
14-3/4" x 7-7/8" x 2-1/2" in size. 25 each. Cat. No. ECB001G or equivalent
25. **Box Sealing Evidence Tape** (White with "Evidence" imprinted  
In black or blue ink) 3" x 165' Cat. No. 704E or equivalent
26. **Plain Swab Boxes** with hole to allow drying of swabs  
100 each Cat. No. KCP196C or equivalent
27. **Red/white "Evidence" Roll.** The roll is to be 1-1/2" wide  
and at least 108 ft. roll. Must have dual serrated tape edges to  
increase it's integrity. The red tint and black overprint will dissolve  
and smear when solvents like alcohol and acetone are applied to show

- tampering. Cat No. SM50002 or equivalent.
28. **Photo Evidence Rule Tape**, 1" x 500" w/dispenser. Must have 1/16" increments and 12" repeats printed black on white tape. Cat. No. 601ED or equivalent.
29. **Mikrosil Casting Material Kit**. Kit to include 7 oz. casting material with one tube of catalyst, 5 wooden applicator sticks, and 5 plastic mixing cards. Cat. No. MCM100G or equivalent
30. **Photo ID Marker Books**. These labels are 1" x 1.375" with removable adhesive backing but have rounded corners. Labels are printed on 8 1/2" x 5 1/2" sheets and come in a handy 3-ring binder containing 50 of each label. Cat No. PIM100, or equal
31. **Narcotic Drug Test Pouches** – various narcotics including Bath salts. The chemical reagents included in self-certifying kits are formulated in strict adherence with The National Institute of Justice, Standard—0605.00, Color Test Reagents/Kits for Preliminary Identification of Drugs of Abuse as developed by the Law Enforcement Standards Laboratory of the National Bureau of Standards. These reagents are commonly accepted within the scientific community as the reagents of choice for the preliminary identification of the specific substance(s), and are generally utilized as the initial part of the unknown substance analytical scheme to reduce possibilities and ultimately yield the substance's true identity. Since the color tests are adaptable to field use, they are part of the accepted investigative process employed by police officers to presumptively identify controlled substances. Along with other circumstantial facts, physical appearance, odor, texture, etc., they help the police officer form the probable cause to support his suspicion that the unknown substance is controlled.  
10 per box example Cat. No. NARK2001 or equivalent.

- 32. Bluestar Forensic Kit.** The extreme sensitivity of BLUESTAR allows the detection of bloodstains down to 1:10,000 dilutions, including minute traces that have been washed off, with or without detergent. Subsequent DNA Typing and ABO Typing is possible because BLUESTAR does not alter the DNA in suspect blood stains. BLUESTAR Forensic Kit includes:  
1 - Hermetically-sealed Bottle with 500ml (16 Oz) Reagent  
3 - Catalyst Tablets  
1 - Fine Mist Atomizer  
Cat.No. FRA00001 or equivalent
- 33. Swab Drying Rack.** It is constructed from 20 mil (0.020") thick board material with a built-in inner board shelf that holds up to 12 applicators upright and straight. Sold in packs of 100 each.  
Cat. No. SDR100C or equivalent
- 34. Sterile Water Vial, 3 milliter in size**  
100 each Cat. No. KCP247C, or equal
- 35. Buccal Swab Kit.** Collection of a buccal cell sample for DNA testing by swabbing the inside of the subject's cheek.  
CONTENTS:  
1- Kraft Mailing Envelope 7.5" x 10.5" (19cm x 26.7cm)  
1- Kit Shipping Seal  
1- White Kit Env. 6" x 9" (15.2cm x 22.9cm) with Factory Seal  
1- Instruction Sheet  
1- Information Card with Attached Swab Envelope  
1- Pouch, Silica Gel  
1- Zip-Top Bag 5" x 8' x .004" (12.7cm x 20.3cm x 4 mil)  
2- Latex Powder-Free Gloves, Large, Ambidextrous  
1- Sterile, Cotton-Tipped Swabs, 2 pk.  
2- Evidence Seals, Red, "Warning! Police Seal, Do Not Remove"  
Cat No. BSK100 or equivalent

36. **Amido Black Spray.** Amido Black (Naphthol Blue-Black).  
8 ounce solution and sprayer bottle. Cat. No. LV501L, or equal
37. **Disposable Iodine Fuming Gun.** Must have an all plastic  
Outer casing with pre-measured 2.0 gram iodine crystal  
ampoule. 6 each. Cat. No. DF2016 or equivalent
38. **Adjustable Casting Frames.** All aluminum adjustable restricting  
the flow of casting compounds expanding at least a full 6 inches.  
Adjusting casting frame, 7-1/4" x 12" to 18". Cat. No. FCF100 or equivalent
39. **Dust and Dirt Hardener Aerosol Spray.** Must contain a quick drying acrylic  
adding strength to any impression lessening the chance of detail damage  
when using casting material. 15 oz aerosol can. Cat. No. 638CA or equivalent
40. **Evidence Markers.** Permanent ink marker for labeling evidence. It writes on  
all surfaces. Available in black or red. Cat. No. EMR1 or equivalent.

For reference purposes, all items are based on catalog numbers and descriptions from the 2012/13 Sirchie master catalog. The items listed above are the minimum acceptable quality and sizes required and should be bid. Items bid must be equivalent to or better than what is listed.



# **CRIME SCENE INVESTIGATION SUPPLIES BID FORM**

* Item #	General Description	Estimated Annual Usage	List Price	% Discount	Unit Bid Price	Extended Price
1	Silk Black Volcano Latent Print Powder #1028	100	\$ 28.00	0 %	\$ 28.00	\$ 2800.00
2	Indestructible White Volcano Latent Print Powder #1024	100	\$ 28.00	0 %	\$ 28.00	\$ 2800.00
3	Standard Size Fiberglass Fingerprint Brush #1101	200	\$ 10.75	18 %	\$ 8.81	\$ 1762.00
4	Regular Black Magnetic Latent Powder #1040	50	\$ 42.00	0 %	\$ 42.00	\$ 2100.00
5	Indestructible White Magnetic Latent Powder #1093	50	\$ 42.00	0 %	\$ 42.00	\$ 2100.00
6	Megawand Magentic Powder Applicator #1006MD	100	\$ 21.50	0 %	\$ 21.50	\$ 2150.00
7	Cyanoacrylate Fuming Compound #3026	50	\$ 5.00	5 %	\$ 4.75	\$ 237.50
8	Cyanowand Standard Cartridges #SCW200	25	\$ 35.25	0 %	\$ 35.25	\$ 881.25
9	Small Particle Reagent(Dark) #SPR100	50	\$ 29.95	0 %	\$ 29.95	\$ 1497.50
10	Ninhydrin Aersol Spray #3150	50	\$ 18.50	0 %	\$ 18.50	\$ 925.00
11	DFO (1,8-Diazafluoren-9-one) Spray #3621	25	\$ 39.00	0 %	\$ 39.00	\$ 975.00
12	Physical Developer #3170	10	\$ 59.00	0 %	\$ 59.00	\$ 590.00
13	Transparent Lifting Tape (2" x 360") Rolls #2003J	100	\$ 6.00	1 %	\$ 5.94	\$ 594.00
14	Black Write on Tab Hinge Lifters(2" x 4") #LP131LB	100	\$ 7.75	0 %	\$ 7.75	\$ 775.00
15	Lifted Print Black Backing/Record Cards(3" x 5") #2081B	150	\$ 11.50	0 %	\$ 11.50	\$ 1725.00
16	"Crime Scene Do Not Cross" Barrier Tape with Dispenser Box #4011	50	\$ 14.50	0 %	\$ 14.50	\$ 725.00
17	Crime Scene Templates(scale size is 1/4":1') Template size 5"x9"x.030" #CST1	100	\$ 9.95	0 %	\$ 9.95	\$ 995.00
18	All Weather Notebooks 8-1/2" x 11" #RRNZK	25	\$ 14.95	0 %	\$ 14.95	\$ 373.75
19	Intergrity Evidence Bags #5042	500	\$ 28.00	0 %	\$ 28.00	\$ 14000.00
20	Heat Seal Write-Block Evidence Bags #PW803	500	\$ 20.95	0 %	\$ 20.95	\$ 10475.00
21	Paper Evidence Preprinted Bags With Chain of Custody Form #5061	200	\$ 21.00	9 %	\$ 19.11	\$ 3822.00
22	Kraft Paper Roll 36" x 1000' #50651L	50	\$ 80.00	0 %	\$ 80.00	\$ 4000.00
23	Preprinted White Evidence Envelopes with Chain of Custody Form #5027	50	\$ 9.50	0 %	\$ 9.50	\$ 475.00
24	Gun Evidence Box with Preprinted Chain of Custody Form #ECB001L	50	\$ 36.25	0 %	\$ 36.25	\$ 1812.50
25	Box Sealing Evidence Tape #4003	100	\$ 11.00	0 %	\$ 11.00	\$ 1100.00
26	Plain Swab Boxes #4083	100	\$ 16.00	0 %	\$ 16.00	\$ 1600.00
27	Red/white "Evidence" Roll #4002R	500	\$ 12.50	0 %	\$ 12.50	\$ 6250.00

28	Photo Evidence Rule Tape, 1" x 500" w/dispenser	#601ED	300	\$ 9.50	0	%	\$ 9.50	\$ 2850.00
29	Mikrosil Casting Material Kit	#7001G	20	\$ 27.00	4	%	\$ 25.92	\$ 518.40
30	Photo ID Marker Books	#PIM100	10	\$ 59.00	0	%	\$ 59.00	\$ 590.00
31	Narcotic Drug Test Pouches	#NARL2001	200 boxes	\$ 12.50	0	%	\$ 12.50	\$ 2500.00
32	Bluestar Forensic Kit	#3737	50	\$ 77.00	0	%	\$ 77.00	\$ 3850.00
33	Swab Drying Rack	#SDR100C	50	\$ 67.95	0	%	\$ 67.95	\$ 3397.50
34	Sterile Water Vial, 3 milliter in size	#4088	25	\$ 18.00	0	%	\$ 18.00	\$ 450.00
35	Buccal Swab Kit	#BSK100	500	\$ 2.70	0	%	\$ 2.70	\$ 1350.00
36	Amido Black Spray	#LV501L	15	\$ 9.95	0	%	\$ 9.95	\$ 149.25
37	Disposable Iodine Fuming Gun	#3611	25	\$ 28.00	0	%	\$ 28.00	\$ 700.00
38	Adjustable Casting Frames	#7135	30	\$ 16.00	0	%	\$ 16.00	\$ 480.00
39	Dust and Dirt Hardener Aerosol Spray	#3156	15	\$ 16.75	0	%	\$ 16.75	\$ 251.25
40	Evidence Markers	#EMR1	100	\$ 3.00	0	%	\$ 3.00	\$ 300.00
							Total	\$84,926.40

Bidder / Vendor Information:

Name: Ruth Prillaman

Address: EVIDENT, Inc.  
739 Brooks Mill Rd Union Hall VA 24176

Phone#: 800-576-7160

Email Address: ruth@evident.cc

Contract Coordinator Information:

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

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

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

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

\*See attached Items List for the the specifications.

Estimated quantities are for bidding and evaluation purposes only - not a guaranteed order quantity - more or less may be purchased

Bidders shall bid all items offered in their "catalogue" - the contract will be awarded to the most complete, low bidder meeting the specifications. A minimum of 37 items must be bid to be considered for this contract.

**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.

RFQ No. DPS1239STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Evident, Inc.Authorized Signature: Ruth E Pullman Date: 5-29-12State of VirginiaCounty of Franklin to-wit:Taken, subscribed, and sworn to before me this 29 day of May, 2012My Commission expires July 31, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

Candis Hunt  
# 267211