



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
FOR09009

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE
Brooks Logic, LLC
Tehikaya Brooks
464 Forbes Blvd, Suite 320
Landover, MD 20706

SHIP TO

DIVISION OF FORESTRY
 BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: THE PRICES ON THIS CONTRACT ARE TO BE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</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: 44</p>						

RECEIVED
 2009 MAR 12 A 9:56
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>William Brooks</i>	TELEPHONE 304-358-2500	DATE 03/11/2009
TITLE Director of IT	FEBIN 20-0820031	ADDRESS CHANGES TO BE NOTED ABOVE

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



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				FOR09009		
				BID OPENING DATE:		03/12/09
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 888.580.9826 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Tchikaya Brooks -----						
***** THIS IS THE END OF RFQ FOR09009 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT
SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY**

1. Purpose

The West Virginia Division of Forestry (WVDOF) is seeking a web-based time and leave management system. The WVDOF is seeking to replace two existing paper-based systems – a time tracking system and a leave request form – with a single web-based system solution.

2. Current Operating Environment

The WVDOF employees approximately 100 (one hundred) individuals at any given time who utilize the time tracking system and leave request form. In the normal course of business, individuals may leave the employ of the WVDOF and be replaced at any given time.

TIME TRACKING

The WVDOF currently utilizes an Excel spreadsheet based system of tracking an employee's time & activity (T&A). Each employee utilizes 2 (two) spreadsheets per month, based on the pay period, for a total of 24 (twenty-four) spreadsheets per year. An employee's T&A can be charged to any of approximately 20 (twenty) different work areas; most individuals will not have T&A in all work areas. Individual spreadsheets are then electronically merged into a summary spreadsheet for each work group on a quarterly basis. There are currently 7 (seven) distinct work groups in the WVDOF.

LEAVE TRACKING

As a separate, but related, tracking system, the WVDOF currently utilizes an Excel spreadsheet based system of tracking an employee's Annual (vacation) and Sick Leave. This system is updated independently from the above-referenced T&A system, based on hand-written requests for leave.

LEAVE/HOURS WORKED

Employees accrue Annual Leave at different rates, based on their time of longevity. Additionally, employees accrue Sick Leave at a consistent rate, regardless of time of longevity. In all, there are approximately 22 (twenty-two) types of Leave or Hours Worked that an employee could utilize in a pay period; most individuals will not utilize all these types in one pay period.

EXPENSE ALLOCATION

Utilizing the summary spreadsheets from the seven distinct work groups noted above, a master summary spreadsheet is used to allocate agency expenses to

various federal grants. This is currently done in an Excel spreadsheet based system.

3. Scope of Project

The WVDOF intends to implement a web-based time and leave management system program. The Vendor shall provide a turnkey, fully functional (where customization or programming of WVDOF computers, servers, or the purchase of additional hardware is not required) web-based system solution that has the following capabilities: Project Management Tracking; Real Time Project Status Information; seamless transfer of data to current or future payroll systems; remote access; grant management; time entry accuracy; automatic field population; document management; remote and off-line access; time and leave sheet workflow approval automation; and overall reliability. Specifications are listed in Sections 7 through 15 and shall be completed by each Vendor. Failure to complete this information may result in the bid to be considered non-responsive.

4. General Bid Requirements

4.1) The program offered must be in full commercial production and utilization, and have been in production for at least 3 (three) years prior to bid submission. No "brand new", "beta", or "prototype" models will be accepted. If requested, proof of current sales and utilization of the specified program over the past 12 months shall be provided, in writing, referencing no less than 5 (five) current customers with contacts names and phone numbers for verification. These references should include state or other governmental agencies.

4.2) All Vendors must provide documentation that they are authorized to sell and support the product which they bid.

4.3) No additional hardware shall be required to be purchased by the WVDOF for successful implementation and long term utilization of this program.

4.4) All Vendors must complete Section 14 and related Attachment A. Failure to provide this information may result in rejection of the bid.

4.5) Bid clarifications: In the event that a section or subsection of this bid is omitted, or the Vendor has failed to respond, the agency reserves the right to request a bid clarification. If the Vendor fails to submit a bid clarification within the time allotted, the bid shall be considered non-responsive and be disqualified.

4.6) The WVDOF reserves the right to initiate termination of the contract for unacceptable performance according to specifications, untimely delivery times on product, or lack of technical support.

4.7) The term of this contract shall be 1 (one) year from the effective date, with up to 2 (two) one-year renewals with the mutual agreement of the WVDOF and Vendor.

4.8) The WVDOF may request a demonstration of the bid program; this demonstration will use either data supplied by the WVDOF or the Vendor, at the discretion of the WVDOF.

5. Format of Product Bid Responses

All Vendors should complete the bid response sheets (Sections 7 through 15). Vendor should mark "YES" or "NO" for full compliance with the specifications of each paragraph. By marking "YES", Vendor acknowledges that the bid product meets or exceeds the stated specification. Vendors returning only information concerning their bid product, without addressing the following specifications, may be eliminated from consideration as non-responsive.

6. Program-General Specifications

6.1) The program shall be capable of being fully deployed within 60 days of contract award.

YES NO

6.2) The program shall be capable of being run on Windows 2000 or Windows XP; this does not preclude the use of future Windows operating systems, including but not limited to Vista.

YES NO

6.3) The Vendor shall submit a program that can be utilized without being resident on the laptop, desktop, or tablet.

YES NO

6.4) The program shall provide multiple levels of security, enabling the WVDOF to limit access, review, and approval paths as needed.

YES NO

6.5) The program shall be user friendly and require no special knowledge of computers other than normal user training for either the time and leave request entry or the report feature areas.

YES NO

6.6) The WVDOF requires a web-based time and leave management program that is composed of modules for report completion, statistical analysis, and electronic report distribution, all created by the Vendor. Submissions from Vendors of a program comprised of various third party modules for the above functions will not be accepted unless proof of full integration and functionality is provided.

YES NO

6.7) The program shall include a built-in help system accessible from within the program.

YES NO

7. Report Features

The program must be able to compile cumulative time totals by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

The program must be able to compile cumulative cost totals (utilizing each employee's profile) by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

The program must be able to provide a leave balance report by employee, work area, and/or work group for a specified time frame (month-ending, quarter-ending, etc).

8. System Data Collection System

8.1) The program shall provide a data collection capture method that requires the user to complete an electronic formatted time sheet and leave request form which shall be flexible and configurable dependant upon WVDOF needs.

YES NO

8.2) The program must be capable of expanding to incorporate additional paper-based forms within the electronic work flow as necessary.

YES NO

8.3) The program shall provide a mechanism for the completion of a time sheet or leave sheet by the WVDOP employee in both an online environment (Internet) and an offline environment.

YES NO

8.4) The program shall include a robust and customizable validation system to ensure the time sheet or leave sheet is completed accurately by the employee. These validation rules shall include, but not be limited to, the following:

8.4.1) Field lookup validation – the form capture system should have the ability to cross-check fields with database values to ensure the correct values have been entered.

YES NO

8.4.2) Visual indications of mandatory fields still requiring attention.

YES NO

8.5) The program shall allow all business rules (edits, validations) to be executed at the employee level in order to permit the employee to correct observed errors immediately.

YES NO

8.6) The program shall permit an employee to exit an incomplete report and return to finalize the report at a later time.

YES NO

8.7) The program shall include descriptive dropdown menus with all codes for the employee time and leave forms.

YES NO

8.8) The program shall have the capability to print all completed and approved reports as needed in PDF, exported to Excel, or attached as an e-mail.

YES NO

8.9) The program shall have integrated employee level security to ensure time and leave request forms completed by the employee can only be modified by the employee or supervisors within the employee approval path.

YES NO

9. **System-Electronic Information Management Services**

9.1) The program must provide a web-based method for employees, supervisors, and other authorized personnel to access the time sheet and leave request forms. This web-based program shall include the ability to view the reports, approve or reject reports, and query the program for statistical analysis.

YES NO

9.2) The program shall include an approval/rejection system which provides the ability for comments to be attached to the previously submitted forms for employee review. These comments shall automatically be transmitted with the report.

YES NO

9.3) The program shall be capable of supporting a minimum of five-tiered approval/rejection system for time sheet and leave request forms. The workflow involving the five-tiered approach will be determined at a later date.

YES NO

9.4) The program shall include integrated security that requires each employee to have a unique profile and will permit submission, review, approval, and query of only those features they have been assigned to.

YES NO

9.5) The employee profile shall include a hourly rate to be utilized in the report features of the program; this shall be updated only by authorized administrators.

YES NO

9.6) The program shall support a flexible role-based security system that allows access to specific functionality to be enabled or disabled by authorized administrators.

YES NO

9.7) The program shall provide a comprehensive report activity tracking system. The audit log shall track any activity on a report including viewing, submitting, rejection, and approvals.

YES NO

10. Additional Specifications

10.1) The program shall provide a flexible and configurable interface which provides the WVDOF the ability to customize and configure the application to its specific needs.

YES NO

10.2) The program shall permit the creation of separate approval paths for time sheets and leave requests.

YES NO

10.3) The program shall have the capability of sending automated e-mail notifications to users/supervisors advising of the need to submit or approve time sheets and leave requests.

YES NO

10.4) The program shall permit establishment of leave time accrual rules (see Section 2) that are automatically applied and will permit each user to view available time off prior to submitting any request.

YES NO

10.5) The program shall provide the capability of assigning funds, tasks, or activities to specific resources.

YES NO

10.6) The program shall permit specific authorized WVDOP personnel the ability to establish estimates by Fund to Task and monitor actual utilizations against estimated utilizations.

YES NO

10.7) The program shall permit specific users within the WVDOP to modify any report by the inclusion or removal of data fields and determine the format of the report.

YES NO

11. Hardware Requirements

The Vendor shall acknowledge that the utilization of their submitted web-based program does not require the purchase of any additional hardware by the WVDOP.

YES NO

12. Maintenance

12.1) The Vendor shall acknowledge that there shall be no additional maintenance fee or technical support fee for their submitted web-based program, over and above any bid maintenance fee, for the term of the contract. The maintenance fee to be included in the contract is bid in Number 4 of Attachment A to this Request for Quotations. No separate reimbursement shall be made to the Vendor by the WVDOP.

YES NO

12.2) The Vendor shall provide off-site secure database storage and back up.

YES NO

12.3) The Vendor should specify a Vendor Point of Contact for issues with the performance of the program.

Lorance Tisdale
VENDOR POINT OF CONTACT NAME

301-675-0439
VENDOR POINT OF CONTACT NUMBER

12.4) The Vendor shall guarantee an 8 (eight) business hour response time for issues with the performance of the program.

YES NO

12.5) Any travel costs incurred for the maintenance of the program must be factored as part of maintenance fee bid; no separate reimbursement shall be made to the Vendor by the WVDOF.

13. Confidentiality

The WVDOF may grant Vendor and its employees specific access to WVDOF's physical facilities, its computer network, systems/applications and equipment and its information in various oral, written, or electronic forms as required for implementation of Vendor program. All information disclosed or provided by WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided. Confidential Information will not include information that:

- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of the Vendor;
- The Vendor rightfully had in its possession prior to the disclosure to the Vendor by the WVDOF;
- Is independently created by the Vendor without direct or indirect use of the Confidential Information; or
- The Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

The Vendor may only disclose the WVDOF's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

The Vendor will access the WVDOF's and the State of West Virginia's governmental facilities, computer network, systems/applications, equipment, and information only after requesting and being granted permission. Vendor must request permission from the WVDOF's Project Administrator. Upon receiving permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and equipment to only those of its employees or agents that are directly involved in performing the contracted work. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use and will take all necessary steps to ensure that the terms of this agreement are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications, and equipment to which it has been granted access. The WVDOF may at any time request the return of any or all Confidential Information or revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Contract, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications, and equipment of the WVDOF.

If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Project Administrator and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's computer network, systems/applications, and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify the WVDOF's Project Administrator and will take all reasonable and necessary steps to terminate the unauthorized access.

YES NO

14. Cost Summary

On Attachment A, the Vendor should list all costs to be included in this Agreement. Cost comparisons shall be based on 100 employees, and all costs shall be annualized.

This cost shall include any and all additional training necessary for utilization of the program. No separate reimbursement will be made to the Vendor for travel, training or other expenses.

15. Piggybacking

While it is the intention of the WVDOF to procure this system for its own benefit, it is anticipated that other agencies of the State of West Virginia may be interested in using this same Request for Quotations as a basis for also procuring the same system for their benefit.

The Vendor shall stipulate whether they are willing to contract with other State of West Virginia agencies for the same prices quoted to the WVDOF; this shall have no bearing on the decision of the WVDOF.

YES NO

ATTACHMENT A

BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY

Please provide pricing quotes for all components as applicable. The number of users is estimated for comparison purposes only and is not an indication of minimum or maximum number of users.

Please annualize pricing quotes for Numbers 1 – 4 for comparison purposes. Number 5 will be used only for payment under the Agreement, if applicable.

ANNUAL COST

1) User License/Service Fees for 100 Users for a 12 month term:

$$\begin{array}{r} \$ \underline{12.00} \\ \text{FEE PER USER} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} \underline{100} \\ \text{USERS} \end{array} \times \begin{array}{r} \underline{12} \\ \text{MONTHS} \end{array} = \begin{array}{r} \$ \underline{14,400} \\ \text{YEARLY TOTAL} \end{array}$$

2) Hosting fees (if not included as part of #1):

$$\begin{array}{r} \$ \underline{48.00} \\ \text{HOSTING FEE} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} \underline{12} \\ \text{MONTHS} \end{array} = \begin{array}{r} \$ \underline{576.00} \\ \text{YEARLY TOTAL} \end{array}$$

3) One-time Implementation and Training Costs (this should be included as a lump sum fee, with NO itemization for travel costs included):

$$\begin{array}{r} \$ \underline{1,250.00} \\ \text{LUMP SUM} \end{array}$$

4) Ongoing system maintenance and support fees – see Section 12.1 for additional information:

$$\begin{array}{r} \$ \underline{0} \\ \text{MAINTENANCE/} \\ \text{SUPPORT FEE} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} \underline{12} \\ \text{MONTHS} \end{array} = \begin{array}{r} \$ \underline{0.00} \\ \text{YEARLY TOTAL} \end{array}$$

\$ 16,226.00
TOTAL YEARLY
COST (TOTAL OF
NUMBERS 1-4)

5) Cost to add additional users (there should be no minimum increment when adding additional users); this will not be part of the bid comparison, but must be included as part of the contract for payment:

\$ 10.00
FEE PER USER

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: Tchikaya Brooks - Brookes Logic, LLC
Authorized Signature: Tchikaya Brooks Date: 03/11/2009

State of West Virginia
VENDOR PREFERENCE CERTIFICATE


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

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

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

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

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

Bidder: Tchikaya Brooks Signed: 
 Date: 03/11/2009 Title: Director of Information Technology

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

Brooks Logic References and Relevant Past Performance

Customer Name: American Public University System, Charles Town, West Virginia

Customer Contact: Susan McMahan, Project Manager of Education Delivery Systems

Phone Number: (304) 885-5336

Email Address: SMcMahan@APUS.EDU

Description of Work Performed: American Public University System is one of the nation's largest online universities. Some of the areas Brooks Logic is responsible for are:

- Created a Leave Reporting/Employee Timesheet application that is almost 100% identical to one needed by West Virginia's Division of Forestry
- Enterprise level SharePoint/Microsoft.Net development and implementation.
- Installation and Management of their SharePoint infrastructure. This includes maintaining their CMS, workplace collaboration, and development platform
- Website Graphical Design including the creation of custom graphics

Customer Name: Steptoe & Johnson LLP, Washington DC

Customer Contact: Vincent Hale, Web and Application Development Manager

Phone Number: (202) 457-5420

Email Address: vhale@stepoe.com

Description of Work Performed: Steptoe & Johnson LLP is large law firm headquartered in Washington D.C. and with offices throughout the United States and internationally. Some of the duties Brooks Logic performs:

- Created a Leave Reporting/Employee Timesheet application that is very similar to one needed by West Virginia's Division of Forestry
- Graphic Design, Cascading Style Sheets (CSS), and Master Pages
- Creating SharePoint/Microsoft.Net portal applications.
- Requirements gathering and documentation

Customer Name: United States Army – Rapid Equipping Force (REF), Fort Belvoir, Virginia

Customer Contact: Norman Smith, Director of Technology

Phone Number: 703-704-9417

Email Address: norman.smith8@conus.army.mil

Description of Work Performed: The Rapid Equipping Force in an organization in the U.S. Army that streamlines the process to quickly provide the Army's soldiers the equipment and supplies that they need. Some of the duties Brooks Logic performs:

- Implemented a Joomla CMS solution on the organization's intranet
- Graphic and Cascading Style Sheets (CSS) Design for website pages
- Architecture & Design on Network Infrastructure
- Information Assurance and Network Security

Customer Name: Advantech, Annapolis, Maryland

Customer Contact: Richard A. Perrin, President

Phone Number: 410-266-8000

Email Address: rperrin@advantech-inc.com

Description of Work Performed: Advantech provides advanced systems that incorporate state-of-the-art technologies for enhanced supply chain management, contract management, and e-procurement software coupled. Brooks Logic responsibilities are:

- Developed applications in support of their supply chain management division
- Wrote white papers that indentified security and development approach issues with their applications and business practices
- Information Assurance and Network Security

Customer Name: Kenotek, Inc – Upper Marlboro, Maryland

Customer Contact: Keno K. Green, President

Phone Number: 202-538-6439

Email Address: keno.green@kenotek.com

Description of Work Performed: Kenotek is a full service information technology company that provides high-end technology solutions for its clients. Brooks Logic performs the following duties:

- Took the Leave Reporting/Employee Timesheet application developed for American Public University and added some configuration capabilities so it could be sold to two of KenoTek's clients.
- Helpdesk and on call support
- Network infrastructure initial design and setup.