



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

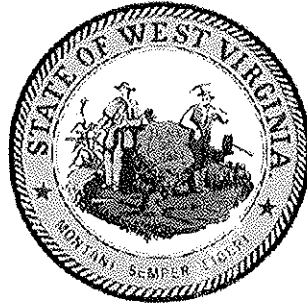
If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*

# State of West Virginia

RFQ # DPS1115

Statewide Electronic Live-Scan Fingerprinting Services



**Submitted By:**

**Inquiries, Inc.**

**129 N. West Street**

**Easton, MD 21601**

**Phone: 866-987-3767**

**Fax: 866-887-3767**

**Contact & Authority to Sign:**

**Jennifer Clark,**

**Director Business Development**

**Email: [jclark@inquiriesinc.com](mailto:jclark@inquiriesinc.com)**

Signature *Jennifer Clark* Date 3/31/11

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2011 APR -5 A 10:15

REGISTRATION DIVISION  
STATE OF WV

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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  
**DPS1115**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

DEPARTMENT OF PUBLIC SAFETY  
 4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV  
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2011				

BID OPENING DATE: **04/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 03/31/2011 TO 04/06/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: DPS1115						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1 .4/4/11. . . . .						
NO. 2 . . . . .						
NO. 3 . . . . .						
NO. 4 . . . . .						
NO. 5 . . . . .						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jennifer Clark</i>	TELEPHONE 866-987-3767	DATE April 4, 2011
TITLE Director, Business Development	FEIN 52-2345735	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</p> <p>Inquiries, Inc. ....            COMPANY</p> <p>..... April 4, 2011 .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						
0001	1	JB	680-48	FINGERPRINTING EQUIP. AND SUPPLIES (INCLUDING LASER)		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jennifer Clark</i>	TELEPHONE 866-987-3767	DATE April 4, 2011
TITLE Director, Business Development	FEN 52-2345735	ADDRESS CHANGES TO BE NOTED ABOVE

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02/18/2011				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		680-48		
<p>FINGERPRINTING EQUIP. AND SUPPLIES</p> <p>REQUEST FOR PROPOSAL</p> <p>CONTRACT TO PROVIDE EXCLUSIVE STATEWIDE ELECTRONIC LIVE-SCAN FINGERPRINTING SERVICES FOR STATE AND PRIVATE AGENCIES IN CONJUNCTION WITH LICENSING, VOLUNTEERING, EMPLOYMENT RESPONSIBILITIES OR ANY OTHER REQUIRED NON-CRIMINAL JUSTICE FINGERPRINTING PURPOSES CURRENTLY BEING PROCESSED BY OR THROUGH THE STATE CENTRAL REPOSITORY.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 03/01/2011 AT 1:30 PM AT THE WV STATE POLICE HEADQUARTERS LOCATED AT 725 JEFFERSON ROAD, SOUTH CHARLESTON, WV 25209. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>Jennifer Clark</i>	TELEPHONE 866-987-3767	DATE 3/29/11
TITLE Director, Business Development	FEIN 52-2345735	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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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 25309 746-2141

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02/18/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WV PURCHASING DIVISION VIA E-MAIL AT TARA.L.LYLE@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 03/11/2011 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>CANCELLATION: 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jennifer Clark</i>	TELEPHONE 866-987-3767	DATE 3/29/11
TITLE Director, Business Development	FEIN 52-2345735	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED PER THE SPECIFICATIONS.</p> <p>(XX) BONDS: \$25,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR \$50,000.00.</p> <p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>REV. 11/00</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:</p>						

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<p>HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>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>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>						

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SIGNATURE <i>Jennifer Clark</i>	TELEPHONE 866-987-3767	DATE 3/29/11
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BUYER:-----TL/32-----						
RFQ. NO.:-----DPS1115-----						
BID OPENING DATE:-----03/31/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----866-887-3767-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Jennifer Clark-----						
***** THIS IS THE END OF RFQ DPS1115 ***** TOTAL: _____						

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## APPENDIX B



## West Virginia State Police Criminal Records Section

### NON-DISCLOSURE AGREEMENT

#### I. Parties to Agreement

This Agreement, entered by the West Virginia State Police (hereinafter referred to as WVSP), an agency of the State of West Virginia, with headquarters in South Charleston, West Virginia, and Inquiries, Inc.

(Hereinafter referred to as Vendor), located at 129 N. West Street, Easton, Maryland 21601

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

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

West Virginia State Police  
Criminal Records Section  
Non-Disclosure Agreement

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

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

II. Service, Compliance, and Processing

A. WVSP agrees to:

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

B. Vendor agrees to:

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

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

*The Superintendent, West Virginia State Police*

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

III. Privacy, Security and Non-Disclosure.

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



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

#### IV. Termination

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

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

V. Miscellaneous

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

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IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

NAME OF VENDOR Inquiries, Inc.

BY Jennifer Clark TITLE Director, Business Development

*Jennifer Clark* (PLEASE PRINT) DATE 3/29/11

WITNESS *Kimberly Dawn Blue* (SIGNATURE) TITLE Proposal Coordinator  
Kimberly Dawn Blue

WEST VIRGINIA STATE POLICE (WVSP)

BY \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ATTACHMENT  
P O.# \_\_\_\_\_

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Jennifer Clark 3/29/11  
Signature Date

Director, Business Development  
Title

Inquiries, Inc.  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Inquiries, Inc.

129 N. West Street, Easton, MD 21601

as Principal, hereinafter called the Principal, and Hudson Insurance Company

4870 Sadler Road, Suite 300, Glen Allen, VA 23060

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia, Dept of Administration,

Purchasing Division, Building 15 2019 Washington Street, East, Charleston, VA 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100

Dollars (\$ 25,000 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFQ No. DPS1115 to Provide Exclusive Statewide Electronic Live-Scan

Fingerprinting Services for State and Private Agencies in conjunction with Licensing, Volunteering, Employment Responsibilities or

any other required Non-Criminal Justice Fingerprinting Purposes currently being processed by or through the State Central  
Repository.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of March, 2011

Inquiries, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Hudson Insurance Company

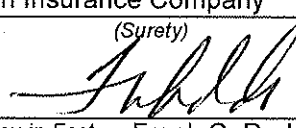
(Surety)

(Seal)

  
Ericka Y. Turner

(Witness)

By:

  
Attorney-in-Fact

Frank C. Roddey Jr.

(Title)



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Ericka Y. Turner, Paula C.K. Faivre, Elizabeth D. Benschhoff, Clinton J. Diers, Frank C. Roddey, Jr., Joann E. Stahr, Jacqueline L. Joiner, Charles H. Bendall, Jr., Jessica J. Winfree, Kathleen M. Moore, Patricia L. Lewis, John C. Stanchina, Hunter F. Avery of the State of Virginia; Jeffrey M. Johnson of the State of Georgia; Jeannette P. Wright of the State of North Carolina its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed on this 4th day of January, 2011 at New York, New York.



Attest: Deborah S. Aschheim, Corporate Assistant Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 4th day of January, 2011 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Deborah S. Aschheim hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 31st day of March, 2011



By: Deborah S. Aschheim, Corporate Assistant Secretary

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: Inquiries, Inc. Signed: Jennifer Clark  
Date: March 29, 2011 Title: Director, Business Development

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

RFQ No. DPS1115

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

Authorized Signature: *Jennifer Clark* Date: March 31, 2011

State of Maryland

County of Talbot, to-wit:

Taken, subscribed, and sworn to before me this 31st day of March, 2011.

My Commission expires January 7th, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Geiger P Robertson*



WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

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

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

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

VENDOR

Company Name: Inquiries, Inc.

Signed: Jennifer Clark

Title: Director, Business Development

Date: March 29, 2011