



**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.

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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

RFO NUMBER
DPS1115

PAGE
1

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

VENDOR
*310131805 614-457-8900 NATIONAL BACKGROUND CHECK INC 1486 BETHEL RD COLUMBUS OH 43220

SHIP TO
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 ..✓..... 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.						

RECEIVED

201 APR -4 A 10:19

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>W. Paul</i>	TELEPHONE 614-508-6281	DATE 3-31-11	
TITLE Vice President	FEIN 31-1658472	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia  
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TARA LYLE 304-558-2544

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*310131805 614-457-8900 NATIONAL BACKGROUND CHECK INC 1486 BETHEL RD COLUMBUS OH 43220

SHIP TO
DEPARTMENT OF PUBLIC SAFETY 4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 746-2141

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03/25/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>National Background Check, Inc. COMPANY</p> <p>..... 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>J.P. Paul</i>	TELEPHONE 614-508-6281	DATE 3-31-11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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1

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

RFO COPY

VENDOR

National Background Check, Inc.  
 1486 Bethel Road  
 Columbus, OH 43220

SHIP TO

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
02/18/2011				

BID OPENING DATE:	03/31/2011	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	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>Y. Payne</i>	TELEPHONE 614-508-6281	DATE 3.31.11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 746-2141

DATE PRINTED 02/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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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>M. Powell</i>	TELEPHONE 614-508-6281	DATE 3-31-11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF PUBLIC SAFETY  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>LR Poore</i>	TELEPHONE 614-508-6281	DATE 3-31-11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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 SOUTH CHARLESTON, WV  
 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>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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>YAPoon</i>	TELEPHONE 614-508-6291	DATE 3-31-11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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 TARA LYLE  
 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF PUBLIC SAFETY  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 746-2141

DATE PRINTED 02/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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: <u>614.457.8930</u>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Leslie Rowe</u>						
***** THIS IS THE END OF RFQ DPS1115 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Leslie Rowe</i>	TELEPHONE 614.508.6281	DATE 3.31.11
TITLE Vice President	FEIN 31-1658442	ADDRESS CHANGES TO BE NOTED ABOVE

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





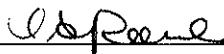
West Virginia State Police, Applicant Fingerprinting Services  
 DPS1115

National Background Check, Inc.  
 (dba FastFingerprints)

1486 Bethel Rd. Columbus, Ohio 43220

Phone: 614.508.6281  
 Fax: 614.457.8930

Contact: Leslie Rowe  
 Email: [leslie@fastfingerprints.com](mailto:leslie@fastfingerprints.com)

  
 Vendor Signature

3.31.11  
 Date

# THE AMERICAN INSTITUTE OF ARC

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE National Background Check, Inc.

1486 Bethel Road, Columbus, OH 43220

as Principal, hereinafter called the Principal, and The Cincinnati Insurance Company

P.O. Box 145496, Cincinnati, OH 45250-5496

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

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

Building 15, 2019 Washington St., East, Charleston, WV 25305

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

Dollars (\$ 25,000 ),

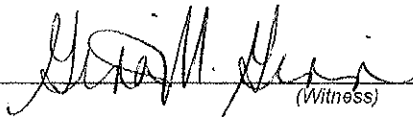
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

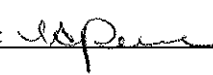
WHEREAS, the Principal has submitted a bid for Request for Proposal, DPS1115, West Virginia State Police,

Applicant Fingerprinting Services

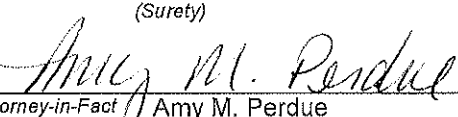
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 6th day of April, 2011

  
(Witness)

National Background Check, Inc.  
(Principal) (Seal)  
By:  VP  
(Title)

  
Mary K. Crist (Witness)

The Cincinnati Insurance Company  
(Surety) (Seal)  
By:   
Attorney-in-Fact Amy M. Perdue (Title)

Surety Phone No. 513-870-2000

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

William D. Music, Jr.; David N. Doub; Jack E. Kehl, Jr.; Mary K. Crist; Paula M. Eby and/or Amy M. Perdue

of Columbus, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO )
COUNTY OF BUTLER ) ss:

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 6th day of April 2011



Beggy J. Schlem
Secretary



THE  
CINCINNATI INSURANCE COMPANIES

THE CINCINNATI INSURANCE COMPANY      THE CINCINNATI INDEMNITY COMPANY  
THE CINCINNATI CASUALTY COMPANY      THE CINCINNATI LIFE INSURANCE COMPANY

Mailing Address:      P.O. BOX 145496  
CINCINNATI, OHIO 45250-5496  
(513) 870-2000

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2009

ASSETS

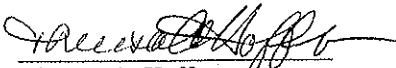
Cash	\$ 303,138,969
Bonds	4,853,585,955
Stocks	2,681,478,789
Agents Balance Receivable	986,606,340
All Other Admitted Assets	320,098,731
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$9,144,908,784</u></b>

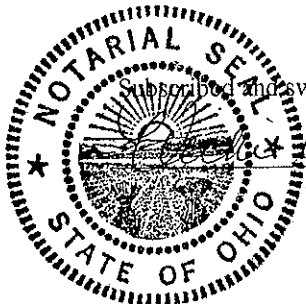
LIABILITIES

Reserve for Losses and Loss Expense	\$3,638,986,867
Reserve for Unearned Premiums	1,469,843,253
All Other Liabilities	388,287,159
Capital	\$ 3,589,355
Surplus	3,644,202,150
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>3,647,791,505</u></b> <b><u>\$9,144,908,784</u></b>

State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of said company and that the above Financial Statement as of December 31, 2009 is true and correct to the best of her knowledge and belief.

  
Theresa A. Hoffer  
Treasurer



Subscribed and sworn before me this 24<sup>th</sup> day of February, 2010.

  
**VICKI A. GALL**  
Notary Public, State of Ohio  
My Commission Expires 10-22-12



6200 S. Gilmore Road, Fairfield, Ohio 45014-5141

Office of Financial  
Regulation Services  
50 West Town Street  
Third Floor- Suite 300  
Columbus, Ohio 43215  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

Ted Strickland - Governor  
Mary Jo Hudson - Director



### Certificate of Compliance

Issued 06/29/10  
Effective 07/01/10  
Expires 06/30/11

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### CINCINNATI INSURANCE COMPANY, THE

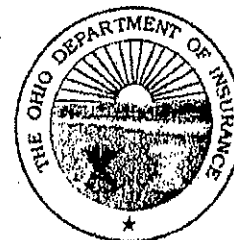
of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	Multiple Peril - Homeowners
Accident & Health	Other Liability
Aircraft	Private Passenger Auto - No Fault
Allied Lines	Private Passenger Auto-Liability Other
Boiler & Machinery	Private Passenger-Phys Damage
Burglary & Theft	Surety
Commercial Auto - Liability Other	Workers Compensation
Commercial Auto - No Fault	
Commercial Auto - Phys. Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$9,144,908,784, liabilities in the amount of \$5,497,117,279, and surplus of at least \$3,647,791,505.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Jo Hudson  
Director



CIC Form #BN-1423-10

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

El Paso                      3-31-11  
Signature                      Date

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

VP  
Title

\_\_\_\_\_  
Title

National Background check, Inc.  
Company Name                      dba Fast Fingerprints

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

**Appendix B - 4:  
State of West Virginia  
Agreement Addendum**

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: National Background Check, Inc.  
dba Fast Fingerprints

Signed: [Signature]

Title: Vice President

Date: 3.31.11



RFQ No. DPS 1115

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: National Background Check, Inc. dba Fast Fingerprints

Authorized Signature: [Signature] Date: 3-31-11

State of Ohio

County of Franklin, to-wit:

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

My Commission expires May 11, 2013.

AFFIX SEAL HERE



**HOLLY SECKINGER**  
Notary Public, State of Ohio  
My Commission Expires  
May 11, 2013

NOTARY PUBLIC

[Signature]