



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 22019

Doc Description: LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE SOLUTION

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-01-05	2015-02-04 13:30:00	CRFQ 0310 DNR1500000040	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Aaron's Business Solutions
1041 8th Ave
PO Box 332
Huntington, WV 25708
304-522-7022

02/25/15 09:46:14
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature *Jennifer J. Hamden* FEIN # 55.0488450

DATE 2/25/2015

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software Licenses	7.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, LAW ENFORCEMENT SECTION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE PURCHASE OF A LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE SOLUTION TO INCLUDE, SOFTWARE LICENSES, INSTALLATION, TRAINING, CUSTOM PROGRAMMING, AND WITH HOSTING ON VENDOR HARDWARE AT VENDOR PREMISES, PER THE ATTACHED SPECIFICATIONS.

*****MANDATORY PRE-BID MEETING*****

JANUARY 21, 2015 AT 10:00AM
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
LAW ENFORCEMENT SECTION
324 4TH AVENUE
SOUTH CHARLESTON, WV 25303

LINE NUMBER 1- Software Licenses

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation				

Comm Code	Manufacturer	Specification	Model #
81111809			

Extended Description :

Installation

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Training				

Comm Code	Manufacturer	Specification	Model #
43232502			

Extended Description :

Training

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Vendor Hosting - Year 1	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Vendor Hosting - Year 1

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Vendor Hosting - Year 2	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Vendor Hosting - Year 2

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Vendor Hosting - Year 3	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Vendor Hosting - Year 3

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Custom Programming for License Revocations				

Comm Code	Manufacturer	Specification	Model #
81111809			

Extended Description :

Custom Programming for License Revocations

DNR1500000040	Document Phase Final	Document Description LAW ENFORCEMENT RECORDS MANAGE MENT SOFTWARE SOLUTION	Page 5 of 5
---------------	---------------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

West Virginia Division of Natural Resources
Law Enforcement Section
324 4th Avenue
South Charleston, WV 25303
January 21, 2015 at 10:00am

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 27, 2015 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 4, 2015 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on Award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed (24) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

AARON'S BUSINESS SOLUTIONS

(Company)

 President

(Authorized Signature) (Representative Name, Title)

304.522.7022 304.525.3069 2/25/15

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Law Enforcement Section (WVDNR LES) to establish a contract for the one time purchase of Law Enforcement Records Management Software Solution with hosting on vendor hardware at vendor premises.

The WVDNR LES Prosecution Records Management System is a complete repository of all information related to its work of investigating and charging of persons who commit crimes against natural resources and other criminal laws. The information provided in the WVDNR LES Prosecution Records Management System is used to revoke the hunting and fishing licenses and privileges of person convicted of hunting and fishing violations and/or fail to appear in court or pay fines and costs associated with hunting and/or fishing violations. Federal and state laws require WVDNR to revoke the licenses of persons who are in arrears of their court-ordered child support payments. State laws require criminal data in the WVDNR LES Prosecution Records Management Software be provided to the West Virginia State Police for inclusion into the FBI National Incident Based Reporting System (NIBRS). As a member of the Interstate Wildlife Violator's Compact, the WVDNR LES is required to share information on person whose hunting and fishing licenses are revoked with other member states. Information contained in the WVDNR LES Prosecution Records Management System is provided to the US military and other law enforcement agencies to determine if an individual is eligible for the military or employment. The information includes; type of allegation, person charged, identifiers, officer assigned, dates, court dispositions, financial information, sentencing, and other data as needed.

The WVDNR LES is looking for a complete Law Enforcement Records Management Software Solution to connect the state's seven District offices to one central database. Custom programming will be required for license revocations to include points tracking towards WV Hunting/Fishing licenses. Data needs to be taken from conviction information from citations/arrests entered in the RMS. This software must provide the ability to track the points based on offenses, conviction dates, duration, and also generate letters of revocation to automate the process.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 "Contract Item" means Law Enforcement Records Management Software.
- 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
- 2.3 "RFQ" means the official request for quotation published by the Purchasing Division.
- 2.4 "WVDNR LES" means West Virginia Division of Natural Resources Law Enforcement Section.
- 2.5 "RMS" means Record Management Software.
- 2.6 "NIBRS" means National Incident Based Reporting System used by law enforcement agencies in the United States for collecting and reporting data on crimes.
- 2.7 "ORI" means Originating Agency Identification.
- 2.8 "UCR" means Uniform Crime Reporting.
- 2.9 "EPMO" means Enterprise Project Management Office.
- 2.10 "VIN" means Vehicle Identification Number.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Law Enforcement Records Management Software:**

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

- 3.1.1.1** Must be WV NIBRS compliant.
- 3.1.1.2** Must be a vendor hosted solution.
- 3.1.1.3** In order to support the WV NIBRS reporting system, the RMS must be capable of producing a separate report for each ORI number.
- 3.1.1.4** Must operate in a multi-user or single user environment with up to seven (7) concurrent users.
- 3.1.1.5** Must allow supervisor to define user privileges at file and program level.
- 3.1.1.6** Should allow for all coded values to be hidden or visible, based on a dependency to other fields. For instance, WV NIBRS Class A codes will only display those fields that apply to Class A; WV Chapter 20 prosecutions will only display those fields that apply to Chapter 20.
- 3.1.1.7** Should apply data entry formatting in applicable number fields, i.e., phone number, zip code, social security number, officer identification numbers and citation numbers.
- 3.1.1.8** Should apply single entry, no duplicate data entry. The software should, prior to entry, automatically give the user the option of determining whether there is a match based on existing data.
- 3.1.1.9** Must provide the ability to enter and query narrative/text fields.
- 3.1.1.10** Should provide spell check and formatting capability on narrative/text fields.
- 3.1.1.11** Must provide validation on data entry.
- 3.1.1.12** Should have the following master indices that correlate and aggregate information in the following areas: people, locations, property, vehicles, boats and organizations. Software should link information contained in the master indices, for instance, people to places and people to people. New records should automatically be created if no prior person, vehicle, boat or other data can be found in the master links.
- 3.1.1.13** Must have a Master Name Index function that links a person to every event. For instance, incident report, arrest report, accident report. A query must return a list of all events in which the person was involved.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

- 3.1.1.14** Should have a Master Vehicle Index function links a vehicle to an incident, person or organization. The vehicle index should provide the capability to search on VIN, license plate number, license plate state, registered owner and vehicle make, model, color and style. The query should return a list of all events in which the vehicle was involved.
- 3.1.1.15** Should have a Master Code and Rule Index function that links points and revocation period associated with convicted charge.
- 3.1.1.16** Should have a Master Property Index function that links all property records. Each record is cataloged by property make, model, brand, description and serial number. Any property record should automatically cross-reference records to find potential matches based on property characteristics.
- 3.1.1.17** Should have a Master Organization Index that contains data about organizations.
- 3.1.1.18** Should be able to recognize the age by the date-of-birth to determine if entries are on juveniles and should enable a drop down box if date-of-birth indicate juvenile records to allow user to designate the following dispositions: handled in juvenile court, tried as adult.
- 3.1.1.19** Should allow records to be expunged when ordered by the court or statute.
- 3.1.1.20** Authorized personnel should be able to generate standardized reports and aggregate reports, as well as the ability to query to produce ad hoc reports and the software should provide a tool that can be used to produce any number of ad hoc reports.
- 3.1.1.21** Authorized personnel should be able to query, retrieve and display information such as date of incident, arrest type and assigned officer.
- 3.1.1.22** Administrative rules should be integrated with the WVDNR LES Records Management Software so that only authorized personnel can designate search and query types. The software should provide ad hoc reporting to allow authorized users to define and create custom reports. Once created, the custom reports can be saved and run as a standard report.
- 3.1.1.23** Authorized personnel should be able to configure the software to meet specific WVDNR LES requirements and needs.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

Examples of administrative functions include: table maintenance, configurations (parameters, defaults), security and data management.

- 3.1.1.24** The software administrators should have the ability to retrieve reports on users, sortable by names, access level, password age and machine used; report on software use, sortable by user log-in, frequency, total time in system, number of concurrent log-ins, machine used, and duration time-outs; failed log-ins, sortable by log-in name, number of attempts, date/time of attempt, and machine used; subsystem security violations; and alerts, user-definable security violations, which general is an external message to predefined locations.
- 3.1.1.25** Should allow tiered access to the information, based on passwords and other authentication.
- 3.1.1.26** Should include the ability for authorized personnel to define and maintain codes and associated literals (explanations) for as many data elements as possible.
- 3.1.1.27** Should be able to support expungement, sealing or purging of whole and partial records.
- 3.1.1.28** Should flag a record or data elements within a record and indicate why the record of data element is restricted. Authorized personnel should be able to delete a record.
- 3.1.1.29** Authorized personnel should be given the ability to redact confidential information before a report is released to the public or for general use outside the agency. The software should produce a redacted version of a specific report.
- 3.1.1.30** Authorized personnel should be provided the capability to display and/or print the database structures to allow access to the database tables through third-party, ad hoc inquiry tools/utilities. Such fields include; field name, database column name, data type, field size, field format, edit or validation criteria, associated code table, default value and description.
- 3.1.1.31** The system administrator should be able to modify the system variables, such as agency and chief's name, ORI, address, and phone number. The system administrator should also have the ability to define the conditions under which an alert or notification is issued.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

- 3.1.1.32** Configuration changes that could affect system integrity should be properly flagged with adequate warning to prevent inadvertent damage to the system.
- 3.1.1.33** Software should produce an error report before processing a report or sending information to another agency if information was entered incorrectly or missing before moving to the next page.
- 3.1.1.34** To archive data, authorized users should have the ability to export data from the WVDNR LES Records Management Software to another agency database.
- 3.1.1.35** Vendor should provide software documentation providing in depth detail for each function/component of the solution.
- 3.1.1.36** Vendor should provide training for a minimum of 16 people on all aspects of the software; including but not limited to, forms design and operation aspects. Training should be completed within 30 days of installation and delivery and should be conducted at the DNR Law Enforcement Section headquarters at 324 Fourth Avenue, South Charleston, WV 25303-1228.

3.2.1 Customization for License Revocations:

- 3.2.1.1** Associated conviction points, or accumulation of conviction points within a specified time frame, should be automatically assigned to name per WV Code, rule or court order.
- 3.2.1.2** Associated conviction points should be automatically removed from name per time frame associated with WV Code, rule or court order.
- 3.2.1.3** Authorized personnel should have the ability to change the number of points associated with the code, rule and court order.
- 3.2.1.4** The software should automatically change the number of points associated with the code, rule and court order based upon the effective date of the change.
- 3.2.1.5** The severity of bear violation convictions is based upon the number of bear convictions within a two-year time frame. The software should automatically count the number of bear violation convictions, per person, and assign the required hunting and fishing license revocation period.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

- 3.2.1.6 The number of violations recorded per person should be unlimited.
- 3.2.1.7 The software should provide a payment record where the user can record the amount paid, date and time.
- 3.2.1.8 Authorized users should have the ability to search a defendant and add additional charges, dates, issuing/arresting officers, dispositions and payment information.
- 3.2.1.9 The software should automatically flag authorized users when the hunting and fishing licenses and privileges should be revoked per WV code, rules and court orders.

3.3.1 Software Support Services/Vendor Hosting:

- 3.3.1.1 The successful vendor must provide Vendor Hosting.
- 3.3.1.2 Vendor hosting must include on-site services when required. The vendor must provide a resolution and/or plan of action within four (4) hours of their notification from DNR of a problem, (5 days a week Monday – Friday), 8:00 a.m. – 5:00 p.m. EST.
- 3.3.1.3 The successful vendor must provide remote support with a toll free Help Desk (not recordings) service 24/7.
- 3.3.1.4 Any maintenance or hosting performed by a third party is solely the successful vendor's responsibility; the successful vendor must be the Agency's single point of contact.
- 3.3.1.5 The successful vendor must provide all software upgrades at no additional cost.
- 3.3.1.7 Vendor should provide software documentation that provides in depth detail for each function/component of the solution. Documentation provided to the state should cover several areas of usage of the proposed software. These should include, but should not be limited to, User Manuals, Software Design Documents, Database Diagrams, Program Documentation, and Status Reports.

3.3.3 Second Year Support/Warranty

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

3.3.3.1 Bids to meet the requirements of Section 3.3.1, but to be for the Second year of support, maintenance and hosting. It is not required that the First and Second (nor Third) Years match in price.

3.3.4 Third Year Support/Warranty

3.3.4.1 Bids to meet the requirements of Section 3.3.1, but to be for the Third year of support, maintenance and hosting. It is not required that the First and Second (nor Third) Years match in price.

3.3.4 General Information

3.3.4.1 It is understood that the WVDNR will likely be required to sign Vendor's terms and conditions for support (and/or licensing, hosting, etc.) in order to fully execute a Contract as a result of this solicitation. Included in the RFQ documentation are the Software Attachment and WV-96A, Agreement Addendum for Software, that are traditionally required for State of WV IT purchases. Bidders should take these forms into consideration when bidding this project, with the understanding that the State of WV, as a sovereign entity, may require the successful Vendor to negotiate its standard terms and conditions in order to comply with WV State law. **It is strongly preferred that all bidders include with their bid a sample of the terms and conditions they expect the WVDNR to sign as part of the contract.**

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 PRICING: Vendor should complete the bid by filling in the pricing on the commodity lines, including price for equipment and delivery. If Vendor is bidding

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

“or equal” products, through VSS or a paper bid, the vendor should attach manufacturer literature that meets the mandatory requirements stated in the specification; vendor should note the areas that adhere to the mandatory requirements outlined in Section 3.1. Vendor should complete the section in full as failure to supply pricing in the commodity line in its entirety may result in Vendor’s bid being disqualified.

5. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

5.2 System Testing and Acceptance: Acceptance of the final Software shall be based upon satisfactory performance in an operating environment. The Contractor shall perform the testing and acceptance procedures described below.

The Contractor shall demonstrate the specifications outlined in this RFQ. The following shall be tested and the results included in the test report:

- A. Verification of all Records Management Software functionality.
- B. Verification of all requirements of the Prosecution module.

The DNR shall at all times have access to the work whether it is in preparation or progress, and the vendor shall provide proper facilities for such access and for inspection.

The vendor shall notify DNR in writing when the work is completed. The DNR will inspect the work as expeditiously as possible after receipt of notification from the vendor.

6. **PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor’s bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

8. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

8.5 Vendor shall inform all staff of Agency's security protocol and procedures.

9 VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Cancellation of the Contract.

9.2.2 Cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10 DELIVERY AND RETURN:

10.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order. Record Management Software must be delivered to the DNR Law Enforcement Section Headquarters, 324 4th Avenue, South Charleston, WV 25303, Attention: Patty Adkins. The training will be conducted at the DNR Law Enforcement Section Headquarters at 324 4th Ave., South Charleston, WV 25303,

10.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision should first obtain approval of the Purchasing Division.

10.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

10.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Law Enforcement Records Management Software Solution with Vendor Hosting

10.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Law Enforcement Records Management Software Solution
Pricing Page

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Client Licenses	7	\$0	\$0
Installation	1	\$3,600.00	\$3,600.00
Training	1	\$0	\$0
Custom Programming for License Revocations	1	\$0	\$0
Vendor Hosting - Year 1	1	\$9,000.00	\$9,000.00
SUBTOTAL A			\$12,600.00

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Vendor Hosting/Software Support - Year 2	1	\$9,000.00	\$9,000.00
(To be added via change order after the first year)	SUBTOTAL B		\$9,000.00

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Vendor Hosting/Software Support - Year 3	1	\$9,000.00	\$9,000.00
(To be added via change order after the second year)	SUBTOTAL C		\$9,000.00

TOTAL COST			\$30,600.00
-------------------	--	--	--------------------

Award will be based on low bid of TOTAL COST.

Software Attachment

Attachment

PO#:

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

Agreed

J. Hamden 02/25/2015
Signature Date

Document Solutions Consultant

Title

Aaron's Business Solutions

Company Name

Signature Date

Title

Agency/Division

SOLICITATION NUMBER: CRFQ-DNR1500000040

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To change the bid opening date for this solicitation to Wednesday February 25, 2015 at 1:30pm.
2. To provide copies of the pre-bid meeting sign in sheets for this solicitation.
3. To provide Addendum Acknowledgment form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 1 of 3

Date: 1/21/2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>STRICTLY BUSINESS COMP. SYS. INC.</u>	<u>848 4TH AVE STE 200</u>	PHONE <u>304-633-2178</u>
Rep: <u>MICHAEL G. OWENS SR.</u>	<u>HUNTINGTON, WV 25701</u>	TOLL FREE
Email Address: <u>MOWENS@SBCS.COM</u>		FAX <u>304-701-2590</u>
Company: <u>OPTIMUM TECHNOLOGY</u>	<u>100 E. Campus View Blvd</u>	PHONE <u>313 450 5258</u>
Rep: <u>RAGHUL MANOHARAN</u>	<u>Suite 380, Columbus - 43235</u>	TOLL FREE
Email Address: <u>Raghul.manoharan@otech.com</u>		FAX
Company: <u>OPTIMUM Technology, Inc.</u>	<u>11</u>	PHONE <u>614-785-1110</u>
Rep: <u>Josh M. Davela</u>		TOLL FREE
Email Address: <u>Josh@otech.com</u>		FAX <u>614-785-1114</u>
Company: <u>PIS Solutions, Inc.</u>	<u>P.O. Box 469</u>	PHONE <u>225-405-1207</u>
Rep: <u>Mark Morgan</u>	<u>HARRISONBURG, LA 71347</u>	TOLL FREE <u>888-831-5151</u>
Email Address: <u>markmorgan@pisolutions.com</u>		FAX <u>318-744-5401</u>
Company: <u>IN-Synch Systems</u>	<u>129 McConnell Ln</u>	PHONE <u>800-299-6590</u>
Rep: <u>Kevin Ferris</u>	<u>2411 Maple Pt 16063</u>	TOLL FREE
Email Address: <u>Kevin.Ferris@in-synch.com</u>		FAX <u>724-452-8928</u>

SIGN IN SHEET

Page 2 of 3

Request for Proposal No. _____

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Komax Business Systems</u>		PHONE <u>304-744-7440</u>
Rep: <u>TOMMY DUELO</u>		TOLL FREE
Email Address: <u>jaidello@komaxbnd.com</u>		FAX
Company: <u>Komax Business Sys</u>	<u>500 D Street</u>	PHONE <u>304-744-7440</u>
Rep: <u>Seth ATKINSON</u>	<u>South Charleston, WV 25303</u>	TOLL FREE
Email Address: <u>SATKISSON@KOMAXWV.COM</u>		FAX
Company: <u>AARON'S BUSINESS SOLUTIONS</u>	<u>P.O. Box 332</u>	PHONE <u>304-417-2162</u>
Rep: <u>JENNIFER HAMDEN</u>	<u>HUNT WV 25708</u>	TOLL FREE
Email Address: <u>jennifer.hamden@aaronsproducts.com</u>		FAX
Company: <u>HYLAND SOFTWARE</u>	<u>28500 CLEMENS RD.</u>	PHONE <u>207-111 210-1338</u>
Rep: <u>KEN HAYNGL</u>	<u>WESTLAKE, OH 44145</u>	TOLL FREE
Email Address: <u>KEN.HAYNGL@ONBASE.COM</u>		FAX
Company: <u>Division of Natural Resources</u>		PHONE
Rep: <u>Linda Harper</u>		TOLL FREE
Email Address: <u>Linda.B.Harper@wv.gov</u>		FAX

SIGN IN SHEET

Page 3 of 3

Request for Proposal No.

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR Law</u>	<u>324 9th Avenue</u>	PHONE <u>304-558-2784</u>
Rep: <u>Jerry B Jenkins</u>	<u>South Charleston</u>	TOLL FREE
Email Address: <u>jerry.b.jenkins@wv.gov</u>	<u>WV</u>	FAX
Company: <u>WV DNR Law</u>	<u>324 4th Ave</u>	PHONE <u>304-558-2784</u>
Rep: <u>Patty Adkins</u>	<u>South Charleston WV</u>	TOLL FREE
Email Address: <u>Patty.A.Adkins@wv.gov</u>	<u>25303-1228</u>	FAX <u>304-558-1170</u>
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000040

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

AARON'S BUSINESS SOLUTIONS
Company

Jennifer J. Hamden
Authorized Signature

02/25/2015
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ DNR1500000040

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☒ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☒ | Other

Description of Modification to Solicitation:

1. To provide responses to vendor questions submitted regarding this solicitation.
2. To provide a list of Offense Codes in response to a vendor question.
3. To provide Addendum Acknowledgment form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

RFQ DNR1500000040
Law Enforcement Records Management Software Solution
Vendor Questions

Q. 1. Which vendor provides the current Solution and approximately when was that contract executed?

A. 1. The company who designed the program used for reporting to NIBRS resolved one year after purchase. (Around 2000) The monthly reports are submitted to the State Police via email.

SAS software is used for prosecution entry and to retrieve revocation data. Revoked license information is manually re-entered into an Access database to maintain lists of individuals who are revoked for law enforcement officers.

Q. 2. How will the Department fund the new Solution?

A. 2. The maximum budgeted amount has already been set aside for the new solution.

Q. 3. What systems will the Solution need to integrate with and which vendors supply those systems?

A. 3. The WV State Police.

Q. 4. Will the Department need to acquire any additional systems or solutions to fulfill this need? If so, when will the separate procurements take place?

A. 4. Programming in current prosecution program is unreliable and needs to be replaced as soon as possible. If have no plans at this time for a separate procurement.

Q. 5. Does this Bid have a need also, for a high quality, affordable, American Made Digital Voice Recorder?

A. 5. No.

Q. 6. Are there any specific requirements published other than what was provided in the RFQ?

A. 6. No.

Q. 7. Does WV Dept. of Natural Resources report to NIBRS?

A. 7. Indirectly. WV State Police is a repository for NIBRS data for all WV law enforcement agencies.

Q. 8. What are the basic RMS modules you require?

A. 8. We need the necessary standard modules, below are some examples but not requirements:

**Administrative
Names
Incident
Victim
Offender
Arrest
Property**

Q. 9. Does the system need to be able to transfer data in NIEM format?

A. 9. No.

Q.10. Is the request for seven licenses a result of there being seven distinct locations where the application will be used?

A.10. Yes.

Q.11. How many users are anticipated?

A.11. Seven

Q.12. How many records are entered per year?

A.12. 4500 - 5000

Q.13. What RMS is currently being used?

A.13. None. Data is being stored in SAS, Access and an unknown system for reporting NIBRS to WV State Police.

Q.14. Is there a desire to migrate records from an older system?

A.14. No.

Q.15. Is there a need for offline report taking that can later be uploaded to the hosted system?

A.15. Not that we know of but we're unsure at this time.

Q.16. Is there an estimated budget for the effort?

A.16. The estimated budgeted amount cannot be released.

Q.17. What level of training is desired?

- A.17. Entry and report writing skills for all personnel; administrative rights to personnel located in headquarters.
- Q.18. Is 24/7 support required?
- A.18. No.
- Q.19. Will shortlisted vendors be required to demo the application?
- A.19. Since this is an RFQ, the lowest bid meeting the mandatory requirements of the specifications will be awarded the contract, if the total cost stays within our maximum budgeted amount. Vendors will not be shortlisted.
- Q.20. When are awards anticipated?
- A.20. The contract will be awarded when all bidding and contracting information is received by the WV Division of Purchasing and they issue a Purchase Order.
- Q.21. How many records will need to be transferred from an existing system, and what format are they in? What is the database type, if any (SQL, MySQL, Oracle, LINUX, etc)?
- A.21. No required transfers.
- Q.22. Would the DNR prefer a hosted or onsite solution, and if onsite, is the vendor providing the hardware server or will the DNR?
- A.22. Hosted.
- Q.23. What constitutes an upgrade?
- A.23. Any type of upgrade mandatory to running the software solution.
- Q.24. What is expected in the 30 days from date of purchase order?
- A.24. There is no definite timeline to complete installation, we expect the basic software package to be installed at this time.
- Q.25. Can you give us a snapshot of the volume of documents for the past five years?
- A.25. This information is unavailable.
- Q.26. Does the DNR want the DMS to look at all convictions for a person and total the points in a report?
- A. 26. Yes; however, points must be awarded to and deleted from within a time frame. For example, an accumulation of points based upon convictions within two years.

Q.27. Is it ok if the court orders are done manually? (3.2.1.2)

A. 27. Yes

Q. 28. Is it ok if on point 3.2.1.3, if this is a manual process, or if the DNR requires that it be automated?

A. 28. Manual.

Q. 29. Section 3.2.1A - The software should automatically change the number of points associated with the code, rule and court order based upon the effective date of the change. This would require an external list of rules to be maintained. Is this OK?

A.29. Yes

Q.30. Section 3.2.1.5 - The severity of bear violation convictions is based upon the number of bear convictions within a two-year time frame. The software should automatically count the number of bear violation convictions, per person, and assign the required hunting and fishing license revocation period. This is not possible and would require manual work.

A.30. Our current system automatically assigns bear conviction revocation period based upon the number of bear violation convictions per individual. (This process is accomplished through a bear conviction 'count' field.)

Q.31. Section 3.2.1.9 - The software should automatically flag authorized users when the hunting and fishing licenses and privileges should be revoked per WV code, rules and court orders. What is expected with this?

A.31. "Automatically flagging authorized users" means to generate a report alerting administrative personnel whose licenses should be revoked.

Q.32. We are assuming when you describe a hosted system that the vendor must provide an environment that is CJIS certified?

A. 32. Yes.

Q.33. In a hosted environment, what is the required availability of the system? 8:00AM-5:00PM? At what times can system maintenance and software upgrades of the system occur?

A.33. 7:00 am – 9:00 pm.

System maintenance and software upgrades should be performed after hours and weekends. On-site maintenance M-F, 8:00 – 5:00.

Q.34. How are you notified if a person is in arrears of court-ordered child support payments?

- This type of information is not normally tracked in a Law Enforcement Records Management System.

A. 34. Court documents.

Q.35. How do you currently and how do you envision sharing information with the Interstate Wildlife Violators Compact?

A.35. All citation data for individuals whose licenses are revoked must be re-entered into the IWVC. We hope the one-time entry of certain data into the RMS can be "linked" or transferred to the IWVC.

Q.36. How do you share information with the military and other law enforcement agencies? Do you produce a hardcopy report for them? Do you email information to them?

A.36. Both

Q.37. Section 3.1.1.2 - Although verbally stated, we are asking for written verification of allowance of 3rd party hosting.

A.37. Third party hosting is acceptable, note number 36 of the Master Terms and Conditions titled "Indemnification."

Q.38. Section 3.1.1.3 – Can you provide a list of ORI's and which districts they apply to?

A.38. If needed upon award, but we do not want to limit access to each district.

Q.39. Section 3.1.1.31 – Please describe the alerts and notifications that you are requesting and how those functions relate to the first sentence in this section.

A.39. Points and revocation periods are based upon legislative rules and code. Offense codes are assigned to violations. Either automatic or manual updates should generate a report indicating whose hunting and fishing licenses should be revoked. The report should contain the subject's name, address, SSN, date of violation(s), offense code, and revocation period. Revocation periods for bear violation convictions are based upon the number of convictions for violations that occurred on different dates. For example, *Scenario 1*: Joe Blow killed a bear on 1/1/2015, convicted 1/1/2015. Mr. Blow has had no previous bear convictions, therefore, this is count 1 bear conviction. On 1/5/2015, Joe Blow killed a second bear and convicted on 1/6/2015. This is count 2 bear conviction. *Scenario 2*: Joe Blow was charged with killing a bear and its cub on 1/1/2015, he is convicted

on both charges on 1/1/2015. Two convictions, one conviction date, results in bear count 1.

Q.40. Section 3.1.1.34 – Please describe which agency database you have in mind for the export target. Can you provided this database so that we can examine it?

A.40. N/A

Q.41. Section 3.1.1.5 - What are some examples of the user privileges assigned at the file level?

A.41. Citation data entry, NIBRS reporting

Q.42. Section 3.1.1.12 - Will a boat master index search available through the vehicle or property search meet this criteria?

A.42. Yes

Q.43. Section 3.1.1.13 – Is Accident Reporting part of the scope of this project? We understand that there is already a state supplied system for Accident Reporting.

A.43. "Accident report" was added in error and is being removed from requirement 3.1.1.13.

Q.44. Section 3.1.1.19/3.1.1.27- What are the official rules and standards of expungement, sealing and purging that the WVDNR has?

A.44. Destroy/delete all electronic and hard copy records, recordings, etc. per court order.

Q.45. Section 3.1.1.24 – Please elaborate and provide examples about the statement "external message to predefined locations".

A.45. Reports to identify possible breach of system security shall be available for authorized supervisors.

Q.46. Section 3.1.1.30 - We currently provide end user read only views that are end user friendly specifically for this purpose. Will this suffice?

A.46. Yes

Q.47. Section 9.1.1.4 – What is the timeframe to remedy issues?

A.47. 9.1.4 (9.1.1.4 not found): 24 hours

Q.48. Section 10.1 – Delivering a system within 30 days after award with system testing/acceptance and custom programming is unreasonable. We are assuming that delivery will be based on a negotiated project schedule based on final requirements?

A.48. Yes

Q.49. How are your hunting/fishing offense codes coded for NIBRS, or are they even NIBRS reportable? Please provide a list of offense codes and NIBRS relations.

A.49. Attached

Q.50. Do you want users from each district to see information from other districts, or should this be an administrative function? We are trying to determine if districts should be isolated from each other. Please provide a description of how you envision this working.

A.50. All law enforcement personnel should be able to see citation/prosecution data; however, edit rights should only be given to the record entry operator.

Entry operators are required to login to system; entry operators are required to enter initials for each entry.

Q.51. Does revocation apply to fishing licenses?

A.51. No. Unless court-ordered to revoke only a hunting OR fishing license, hunting and fishing licenses shall be revoked regardless of the violation type.

Q.52. Can you provide the Access Database so that we can analyze how this information might be converted or imported?

A.52. Yes. The Access database, however, is simply an re-entry of names, addresses, etc., necessary to provide officers with a list of individuals who are currently revoked. The database does not provide the citation data entered into the SAS citation/prosecution database.

Q.53. Please describe the available bandwidth from user machines to a hosted solution.

**A.53. D1 – Farmington – Verizon business 10mb SES circuit
D2 – Romney - Verizon business 10mb SES circuit
D3 – French Creek - Verizon business 10mb SES circuit (shared with DEP office)
D4 – Beckley – Suddenlink Cable 12mb down/ 2mb up**

D5 – Nitro - Verizon business 10mb SES circuit

D6 – Parkersburg - Verizon business 10mb SES circuit (shared with DEP office)

Headquarters – South Charleston – Suddenlink 10mb Fiber

Q.54. From Document 58CSR23 (Revocation Rules) - 3.2 - Does this mean the latest offense as in the one that just occurred (so simply an additional two year suspension) from point of conviction, or latest as in first so that any conviction adds 2 years? (In other words, it seems odd that if you commit a crime, you simply just get another two years rather than two years added on).

A.54. A previous hunting and/or fishing violation conviction within two years of the most recent hunting and/or fishing conviction.

Scenario 1: Failed to tag deer 1/25/2013 – convicted 1/28/2013 – 4 points assigned upon conviction. Hunting from motor vehicle 1/25/2013 – convicted 1/27/2015 – 6 points assigned upon conviction. Total of 10 points accumulated within two years. Hunting and fishing licenses/privileges revoked 1/27/2015 thru 1/27/2017.

Scenario 2: Failed to tag deer 1/25/2013 – convicted 1/28/2013 – 4 points assigned upon conviction. Hunting from motor vehicle 1/25/2013 – convicted 1/30/2015 – 6 points assigned upon conviction. The six point conviction was outside the two-year time frame of the previous conviction on 1/28/2013; therefore, subject did not accumulate 10 or more points against his hunting and/or fishing licenses within two years and his hunting and fishing licenses/privileges are NOT revoked.

Q.55. Is hosting in the cloud permitted?

A.55. Yes.

Q 56. Section 3.3.1.5 is a very open ended requirement. What is considered an upgrade?

A. Bug Fix

B. Functional enhancement due to changes in the rules

C. New interfaces (imports from other systems)

D. New reports

A.56. A. Bug Fix; B. Functional enhancement due to changes in the rules.

Q.57. Section 3.10.1 "Shipment and Delivery" Vendor will deliver the Contract Items within 30 days of a purchase order does this include the custom software?

A.57. No, we understand the custom software will take additional time.

Q.58. Section 3.1.1.4 Must operate in a multiuser or single user environment with up to (7) seven concurrent users. Does this mean max out at 7 or will we need to support more users?

A.58. Initial requirement is for seven (7) concurrent users. More support will be needed if mobile computers are purchased for officers.

Q.59. Section 3.2.1 "Customization for License Revocation"

A. Is there any documentation available on their "points" system?

B. Is there any documentation available on the "time frame" of the points system?

A.59. A – Yes

B – Yes

Q.60. From Section 3.1.1 Is the expectation that the vendor will have a Law Enforcement RMS ready to be licensed and deployed which already has the features/functions in section 3.1.1.x, and only requires customization required for License Revocations (3.2.1)?

A.60. Yes

Q.61. If the answer to 6 is no, are there detail documentations/specifications in the features called out in 3.1.1? If so, when can we get access to them. If not (next question).

A.61. N/A

Q.62. A requirements gathering phase will be required to obtain all the rules, codes and interfaces of system. Is the expectation that bidders will price out the entire life cycle development before this has occurred or is it to be implemented on a time & materials basis?

A.62. Price out entire life cycle.

Q.63. What level of security is required for the data in this system? (i.e. HIPAA level data) Are there security specification the system needs to meet and if so, what are they?

A.63. NIBRS approved.

Q.64. How many records does WV anticipate entering per year?

A.64. 4500 - 5000

Q.65. What are the total number of system users?

A.65. Seven (7)

Q.66. What is the total number of anticipated concurrent users?

A.66. Seven (7)

Q.67. Is WV seeking a Law Enforcement Records Management System in the purest sense? (i.e. a system that records incident, offense, victim, suspect and arrestee information)?

A.67. Yes.

Q.68. Is it the intention that the system should include point tracking?

A.68. Yes.

Q.69. Are there any desired interfaces / data transfers to other systems?

A.69. Not at this time.

Q.70. If there are desired interfaces to other systems, what are they?

A.70. N/A

Q.71. If there are desired interfaces to other systems, who maintains the systems?

A.71. N/A

Q.72. Does WV comply with FBI NIBRS reporting specifications ONLY or has the state added additional requirements?

A.72. WV State Police has customized the WVIBRS system for DNR use.

Q.73. Who is the state agency responsible for NIBRS reporting?

A.73. WV State Police

Q.74. Is training to occur onsite at a central location or at all seven WV locations?

A.74. One central location.

Q.75. Is training to be a "train the trainer" model, or will the vendor train all staff?

A.75. Vendor train all staff.

Q.76. What is the expected technical support level? Business hours or 24/7?

A.76. Business hours.

Q.77. What is the target contract award date?

A. 77. The contract will be awarded when all bidding and contracting information is received by the WV Division of Purchasing and they issue a Purchase Order.

Q.78. What is the target start date?

A.78. Immediately after the award of this Contract and the Vendor's receipt of a purchase order.

Q.79. Is there a timeline within which customizations are required?

A.79. No specific timeline is required but we hope to have the customizations in place within six months of purchase.

Q.80. Is there a timeline expected for when all work should be complete after contract signing?

A.80. As soon as possible but no specific date.

Q.81. Is there a budget for additional customizations requested by WV Department of Natural Resources?

A.81. Required funding will be acquired upon purchase of additional non-standard modules not included in this publication.

Q.82. The RFQ states that WV Department of Natural Resources wants copies of all docs related to our software including design documentation, database documentation, etc. This is not typical for a licensed product. Can you further explain this requirement? Is the intention to hold these in escrow? Will they be made confidential?

A.82. Escrow – yes.

OFFENSE CODES, PROSECUTION REPORTS **Effective 10/1/2011**

***Any Bear Violations (of 20-2-22a): 10 Points and**
1st offense: 2 year revocation of Hunting and Fishing Privileges
2nd offense: Life revocation
3rd offense: Felony

LITTERING (01)		(No Points)
01-01	Litter, Less than 100 lbs.	
01-02	Littering, 100 - 500 lbs.	
01-03	Littering, Greater than 500 lbs.	
01-04	Littering, Commercial Purposes	
01-05	Mandatory Disposal of Litter	
01-99	Other Littering Violations	

LICENSES (02)		(4 points assessed unless otherwise specified)	
02-01	Resident Hunting without License		
02-91	Non-Resident Hunting without License		
02-02	Resident Fishing without License		
02-92	Non-Resident Fishing without License		
02-03	Improper Hunting License		
02-93	Improper Fishing License		
02-04 (N)	Altering Hunting License		
02-94 (N)	Altering Fishing License		
02-05 (N)	Making False Application - Hunting License	10 Points	(1 Yr. Revocation H&F Privileges)
02-95 (N)	Making False Application - Fishing License	10 Points	(1 Yr. Revocation H&F Privileges)
02-85 (N)	Making False Application - Hunting & Fishing License	10 Points	(1 Yr. Rev. H&F Privileges)
02-06	Hunting without Class A-1 License		
02-07	Hunting without National Forest Stamp		
02-97	Fishing without National Forest Stamp		
02-08	Hunting Deer without Class N License		
02-09	Fishing Paraphernalia in Possession without License		
02-10	Hunting Paraphernalia in Possession without License		
02-11	Hunting Bear without Bear Damage		
02-12	Hunting while License Revoked	10 Points	(Revocation extended 2 years from last conviction)
02-13	Fishing while License Revoked	10 Points	(Revocation extended 2 years from last conviction)
02-14	Hunting Migratory Birds without Federal Stamp		
02-15	Hunting Waterfowl without State Stamp		
02-16	Trapping without License		
02-99	Other License Violations		
02-17 (N)	Making False Application - Lifetime Hunting License	10 Points	(1 Yr. Rev. H&F Privileges)
02-18 (N)	Makine False Application - Lifetime Fishing License	10 Points	(1 Yr. Rev. H&F Privileges)
02-19 (N)	Making False Application - Lifetime Hunting and Fishing License	10 Points	(1 Yr. Rev. H&F Privileges)

HUNTING (03) (4 points assessed unless otherwise specified)

03-01	Loaded Gun in Vehicle		
03-02	Uncased Gun in Vehicle at Night		
03-04	Spotlighting with Firearm or Implement in Possession	10 Points	(2 Yr. Revocation - H&F Privileges)
03-05	Illegal Possession of Wildlife or Parts Thereof	6 Points	
03-06	Hunting Closed Season		
03-07	Exceeding Daily Bag Limit		
03-08	Uncased Gun, Closed Season		
03-09	Uncased Gun on Sunday		
03-10	Failure to Field Tag Game		
03-11	Failure to Check Game		
03-12 (NN)	Negligent Shooting	10 Points	(5 Yr. Revocation - H&F Privileges)
03-45 (NN)	Negligent Shooting: Failure to Render Aid Resulting in Serious Injury or Death (Felony)	10 Points	(10 Yr. Revocation - H&F Privileges)
03-13 (N)	Shooting From or Across Highway		
03-14 (N)	Shooting within 500 feet of Dwelling/ 400 ft. of church or school		
03-15	Hunting without Permission		
03-16	Possession of Illegal Hunting Paraphernalia		
03-17	Illegal Trapping		
03-18	Hunting Migratory Birds with Unplugged Gun		
03-19	Hunting Migratory Birds with Illegal Weapon		
03-20	Hunting Migratory Birds Over Bait		
03-21	Illegal Method of Hunting	(Must be one of methods spelled out in 20-2-5)	
03-22	Hunting After Killing Legal Deer		
03-23 (N)	Illegally Carrying a Pistol or Revolver		
03-24	Killing Protected Bird		
03-25 (N)	Brandishing a Deadly Weapon		
03-26	Failure to Stop for Game Check		
03-27	Illegal Sale of Wildlife - including bear	6 points	
03-28	Illegal Transportation of Wildlife Out of State		
03-29	Illegal Import of Wildlife		
03-30	Hunting Over Bait Turkey, Ruffed Grouse, Pheasant and Quail		
03-31	Illegal Killing or Taking of Deer, Turkey or Boar	6 Points	
03-32	Insufficient or No Blaze Orange		
03-33	Hunting on Sunday		
03-34	Hunting Deer During 1/2 Hr. After Sunset and 1/2 Hr. Before Sunrise		
03-35	Shooting at Game Not Plainly Visible		
03-36	Shooting/Hunting From a Motor Vehicle	6 Points	
03-36	Shooting/Hunting From an ATV	6 Points	
03-37			
03-39	Hunting While Under the Influence		
03-99	Other Game Law Violations		
03-40	ATV in Restricted Area		
03-41	Hunt with Crossbow w/o Class Y Permit		
03-42	Hunt in Vehicle w/o Class Q Permit		
03-43	Hunting w/o Required Hunter Education Card		
03-44	Interference with Hunter/Trapper	10 Points	(2 yr. Fishing License Revocation)
BEAR VIOLATIONS			
03-90	Illegal Possession of Bear	10 Points	(if charged under 20-2-22a)
03-91	Hunting Bear Closed Season	10 Points	(if charged under 20-2-22a)
03-92	Failure to Field Tag Bear	10 Points	(if charged under 20-2-22a)
03-93	Failure to Check Bear	10 Points	(if charged under 20-2-22a)
03-27	Illegal Sale of Wildlife - including bear	10 Points	(if charged under 20-2-22a)
03-94	Violation of Bear Law	10 Points	(No points for feeding)
03-38	Illegal Killing or Taking of Bear	10 Points	(if charged under 20-2-22a)
03-45	Kill Bear Over Bait	10 Points	(if charged under 20-2-22a)

FISHING (04) (4 points assessed unless otherwise specified)

04-01	Taking Fish by Illegal Method	6 Points	
04-02	Exceeding Daily Creel Limit	6 Points	
04-03	Illegal Possession of Fish, Minnows and Aquatic Life	6 Points	(6 pts since 1/1/2002)
04-04	Taking Frogs During Closed Season		
04-05	Using Prohibited Bait in Restricted Area	6 Points	
04-06	Fishing Without Permission		
04-07 (N)	Taking Fish by Poison or Explosives	10 Points	(2 yr. Fishing License Revocation)
04-08	Interference with Fishermen	10 Points	(2 yr. Fishing License Revocation)
04-09	Fishing in Restricted Area		
04-99	Other Fishing Violations		

BOATING (05) (No Points)

05-01	Operating Unregistered Watercraft
05-02	Operating Watercraft without Proper Equipment
05-03	Insufficient Number of Life Preservers
05-04	Overloading a Watercraft
05-05	Improper Location or Spacing of Numbers on Watercraft
05-06	Reckless Operation of Watercraft
05-07	Creating a Wake in a No-Wake Zone
05-08	Diving Illegally
05-09	Pulling Skier without Observer or Mirror
05-10	Skating without a Life Preserver
05-11	None or No Approved Equipment
05-12	Operating a Watercraft in Restricted Area
05-13	Overpowering a Watercraft
05-14	Failure to Report a Boating Accident; if required by law
05-15	Operating Watercraft While Under the Influence
05-16	BUI
05-17	Operating w/o Required Boater Safety Card
05-18	Passenger Under 12 w/o PFD While in Operation
05-99	Other Boating Violations

WHITEWATER VIOLATIONS

05-19	Operate Commercial Whitewater Trip w/o License
05-20	Company Name or Logo Not Displayed on Raft
05-21	Insufficient Whitewater Guide/Trip Leader Requirements
05-22	No Valid First Aid/CPR Card
05-23	Late or Non-Payment of Whitewater Study and Improvement Fee
05-24	Failure to Submit or Late Submission of Accident Report
05-25	Insufficient Equipment on Commercial Whitewater Trip
05-26	All Other Whitewater Violations

WASTE MANAGEMENT (06) (No Points)**HAZARDOUS WASTE**

06-01	Transportation of Hazardous Waste to Unpermitted Facility 20-5E-15 (a) (1)
06-02	Treatment, Storage, Disposal of Hazardous Waste without a Permit 20-5E-15(a)2A
06-03	Treatment, Storage, Disposal of Hazardous Waste Permit Violation (20-5E-15(a)(2)(B))
06-04 (N)	False Material Statement or Representation 20-5E-15(b)(1)
06-05 (N)	Destruction, Concealment, Alteration of Records 20-5E-15(b)(1)
06-06	Knowing Endangerment 20-5E-15(d)
06-07	Other Hazardous Waste Violations

SOLID WASTE

06-08	Contributing to an Open Dump 22-15-10a
06-09	Unpermitted Solid Waste Facility 22-15-10b
06-10	Endangerment by Waste Disposal 22-15-10c
06-11	Other Solid Waste Violations
06-12	Waste Tire Violation 22-15-21
06-13	Unauthorized Use of Dumpster 61-3-53
06-14	Open Burning of Refuse
06-15	Failure to Show Proof of Proper Disposal

WATER POLLUTION (07) (No Points)

07-01	Stream Pollution
07-02	Violating Provision of Permit
07-03	Failure to Report a Spill
07-04	Operating without a Permit
07-05	Construction without a Permit
07-06	Public Health Offenses, Chapter 16
07-99	Other Pollution Violations

FORESTRY (08) (No Points)

08-01	Illegal Burning
08-02	Abandoning a Fire
08-03 (N)	Starting Fire on Lands of Another
08-04	Permitting a Fire to Escape
08-05	Failure of RR Co. to Clear Right-of-Way
08-06	Operating Equipment without Adequate Spark Arrestor
08-07	Violating State Forest Regulations
08-08	Failing or Refusing to Fight Fire
08-09	Violations of Ginseng Regulations
08-99	Other Forestry Violations

GENERAL (09) (Points as Indicated)

09-01	Violation of Park Regulations	
09-02	Withholding Information	
09-03 (NNN)	Obstructing, Hindering or Interfering with an Officer	
09-04	Conspiring in a Violation of Chapter 20 (Hunting)	4 points
09-04	Conspiring in a Violation of Chapter 20 (Fishing)	4 points
09-05	Offense Outside Chapter 20	
09-06	Violation of Fur Dealers Regulations	
09-07	Violation of National Forest Regulations	
09-08 (N)	Drug Related Violation	
09-09	Captive Cervid Violations	
09-10	WMA Violations	
09-99	Miscellaneous Violations	

NIBRS

N	Group A
NN	Fatalities Only
NNN	Physical Altercations = 13A or 13B; Verbal Threats = 13C (Group A)

GENERAL

Points will only be assigned to the violation with the highest point value when more than one charge results from a single incident.

**DO NOT ADVISE ANY INDIVIDUAL THAT THEY WILL NOT LOSE
HUNTING AND FISHING LICENSE**

Any violation of bear law or rules, 20-2-22a, (regarding season or manner of taking), will result in revocation of hunting and fishing license.
There are no points assigned for feeding bear, 09-99.

On offense code 03-21, points assessed are determined by actual offense. Must be one of the methods spelled out in 20-2-5.

After July 1, 2004, both hunting and fishing licenses will be revoked for any conviction which results in an accumulation of 10 points. Both hunting and fishing points will be used to reach the 10 point accumulation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000040

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

AARON'S BUSINESS SOLUTIONS
Company
Jennifer J. Hamden
Authorized Signature
02/25/2015
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

White Paper DocuWare Online

Disclaimer:

This document was compiled to the best of our knowledge and with great care. All

references are to DocuWare Online. Essentially, this white paper sets out to describe the basic technical structure and security concept for DocuWare Online. There may be small or temporary differences, but only with respect to individual functions in a particular version.

Contents

1	Objectives of This White Paper	5
1.1	Introduction	5
2	Architecture – Overview	6
2.1	Hosting.....	6
2.2	DocuWare System.....	9
3	Security Concept	12
3.1	Encrypting Communication.....	12
3.2	Document Encryption	12
3.3	Access Control for Maintenance Users	13
3.4	Access Control for Maintenance Administrators.....	13
4	Fail-Safety	14
4.1	24/7 Support	14
4.2	Snapshot Backup.....	14
4.3	Logical Distribution of the Virtual Servers	14
5	Performance	15
5.1	Load Balancing	15
5.2	Dynamic Performance Adjustment.....	15
6	DocuWare Online Monitor – Performance Controls	16
7	Logging Users and Processes	17
8	Backup/Restore	18
8.1	DocuWare Request	18
8.2	Backup System	18

9	Data Handover upon Termination of the Contract	19
10	Quality Guarantee	20
11	Index	21

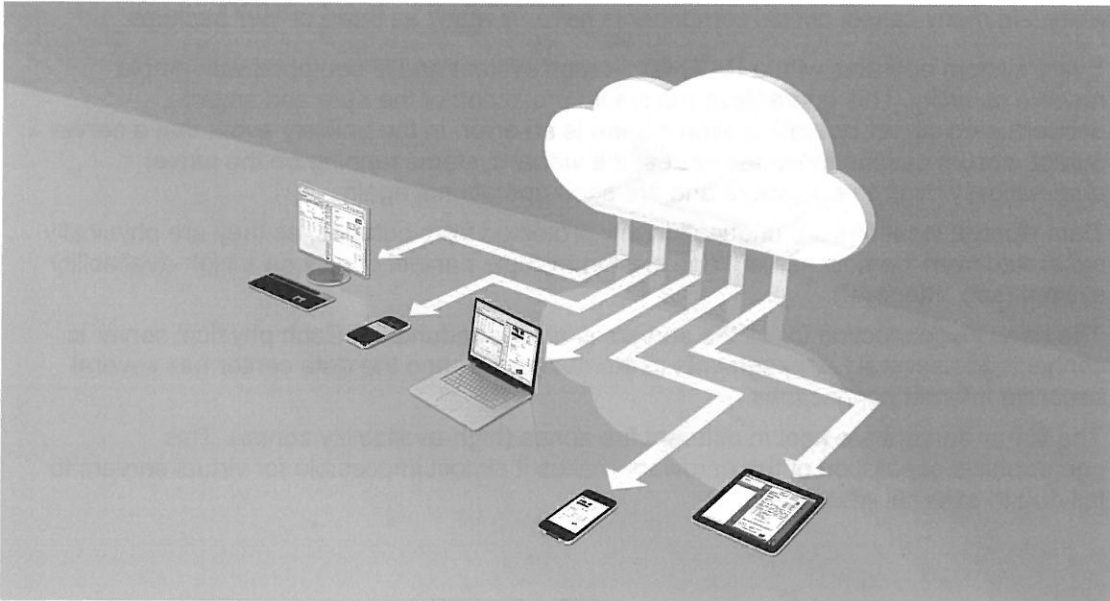
1 Objectives of This White Paper

Your information is your asset! With our new cloud-based document management solution, [DocuWare Online](#), we are offering you even greater availability and security for your documents. Data security and performance are and always have been DocuWare's top priority.

This white paper presents the measures which have been implemented for data security and fail-safety. It includes all preventive measures against accidental or deliberate manipulation of managed content, and against data loss. Security features also include measures that guarantee data protection and ensure that changes within the system are traceable. This should provide readers with a technically sound understanding of the [DocuWare Online](#) system's structure and security. This white paper addresses clients (users), consulting companies, IT magazines, and distribution partners. It assumes a certain level of technical knowledge about the structure of modern software applications, ideally of document management systems. Detailed knowledge of current or previous DocuWare versions is not necessary.

1.1 Introduction

Cloud computing is a new way to use software: You can use [DocuWare Online](#) to store, search, display, download, and edit documents, and integrate them into your business processes over the Internet without any traditional software installation on your local computer. Your documents are securely stored in the cloud. Once you have entered your user ID, you will find yourself back in your normal working environment with access to all your documents and processes no matter the place or time.



2 Architecture – Overview

The structure of DocuWare Online can be organized into two broad areas:

- The hosting (infrastructure)
- The DocuWare system

In order to offer its customers the greatest possible security and performance, DocuWare decided to work in partnership with a professional host. The host will take over the operation of the entire DocuWare Online infrastructure at its data center.

2.1 Hosting

A next-generation IaaS ("Infrastructure as a Service") provider was chosen to be the host. Using the latest cloud technologies, the provider offers the best operating conditions for DocuWare Online. The hardware is separated from the software using the latest virtualization technology and provided to the customer as an infrastructure service via stable virtualized server resources. Unlike real hardware, this virtual infrastructure can be adapted to the customers' current needs flexibly and quickly at any time. This means we are always able to guarantee ideal performance with optimized costs, regardless of how many customers are using our system at any given time.

General

It is imperative for a cloud provider to ensure that the infrastructure is constantly available. To this end, measures have been taken in all areas to prevent the existence of any "single point of failure." In many cases, critical components have as many as three or four backups.

- Every system operates with a RAID-60 storage system and is equipped with ample reserve capacity. This guarantees maximum protection of the data and smooth, uninterrupted server operation even if there is an error. In the unlikely event that a server outage occurs despite these measures, the virtual systems running on the server automatically migrate elsewhere and are soon operational again.
- Data storage locations are unquestionably protected from outages, as they are physically separated from the host servers and exist in multiple parallel copies on a high-availability system (see "Storage").
- The network connection for all the servers is always redundant. Each physical server is connected to several LAN segments in the data center and the data center has several separate Internet connections.
- The virtual servers are kept in different fire zones (high-availability zones). This geographical separation of the hardware makes it almost impossible for virtual servers to fail due to external influences.

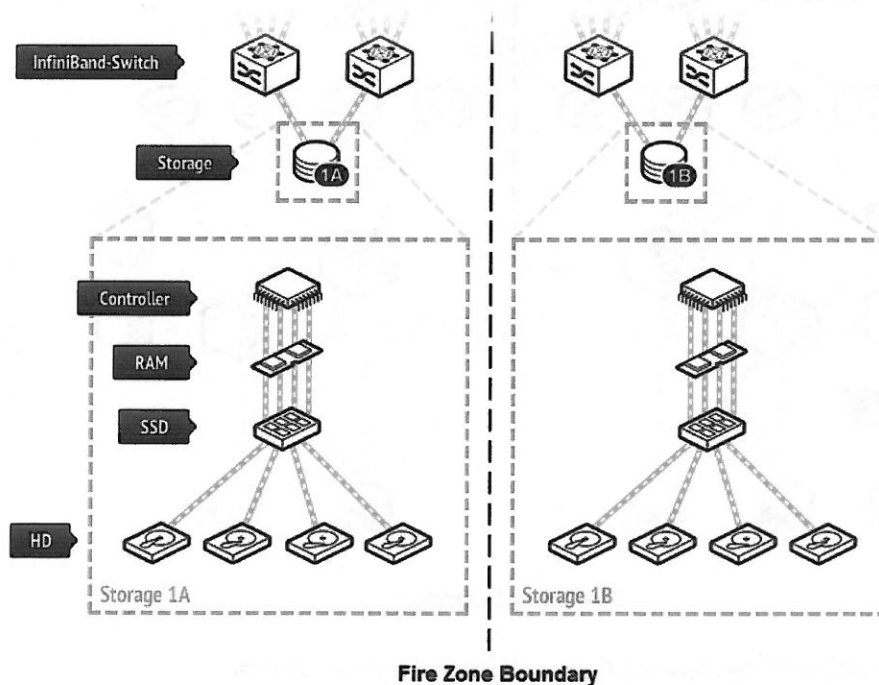
Servers

Every virtual system runs on a specially optimized hardware platform. Moreover, the virtualization solution used in many areas has been optimized for the hardware present, offering optimum protection from outages and a consistently good performance:

- The resources allotted to a virtual machine (CPU, memory, etc.) are exclusively available to that machine. Multiple customers never use overlapping resources.
- You can use a graphical interface to adjust the number of CPU cores or the memory size at any time. The changes take effect immediately after the virtual machine is restarted.
- You always have the option of unlimited console access to the virtual machines.

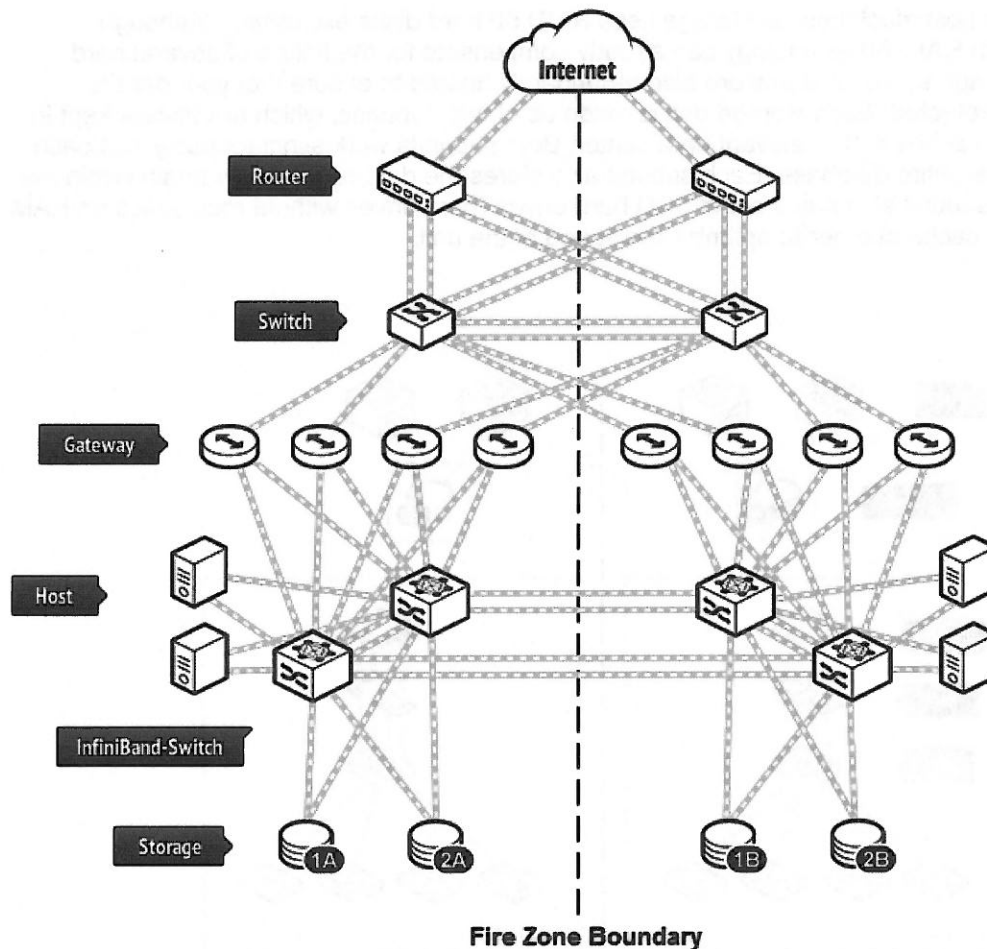
Storage

As with the host machines, all storage uses RAID 60 hard disks exclusively. Although storage with RAID 60 technology can already compensate for the failure of several hard drives, storage server systems are also redundantly hosted to ensure that your data is optimally protected. Each storage unit is made up of two subunits, which are always kept in different fire zones in the relevant data center. Both subunits work synchronously and each contains the entire database. Each subunit also stores the data redundantly again within the unit. Each subunit also has a set of SSD hard drives (hard drives without mechanics on RAM basis) as a cache in order to optimize the speed of the unit.



Networks

The connection between the host systems and the Internet is a large factor in determining the overall system's speed. Beyond that, the connections among the various systems and to the storage servers play an even greater role. That is why our data center employs the latest high-performance data transfer technologies. Instead of 10 GBit Ethernet (10 GbE), only 4x QDR InfiniBand technology that supports maximum transfer rates of up to 4 x 10 GBit/s with a switch latency of 200 ns is used. Our data center thus offers transfer rates 4 times faster and latency periods 10 times shorter than comparable 10 GBit Ethernet technology. InfiniBand is also less susceptible to failure than 10 GBit Ethernet and allows the infrastructure to be scaled more quickly without any loss of performance or efficiency.



Schematic Representation of the Network Connections in the Entire System

Data Storage / Data Security

To account for local conditions, documents and data are saved in the customer's region. That way the operation of the system and data follow the locally applicable data protection standards:

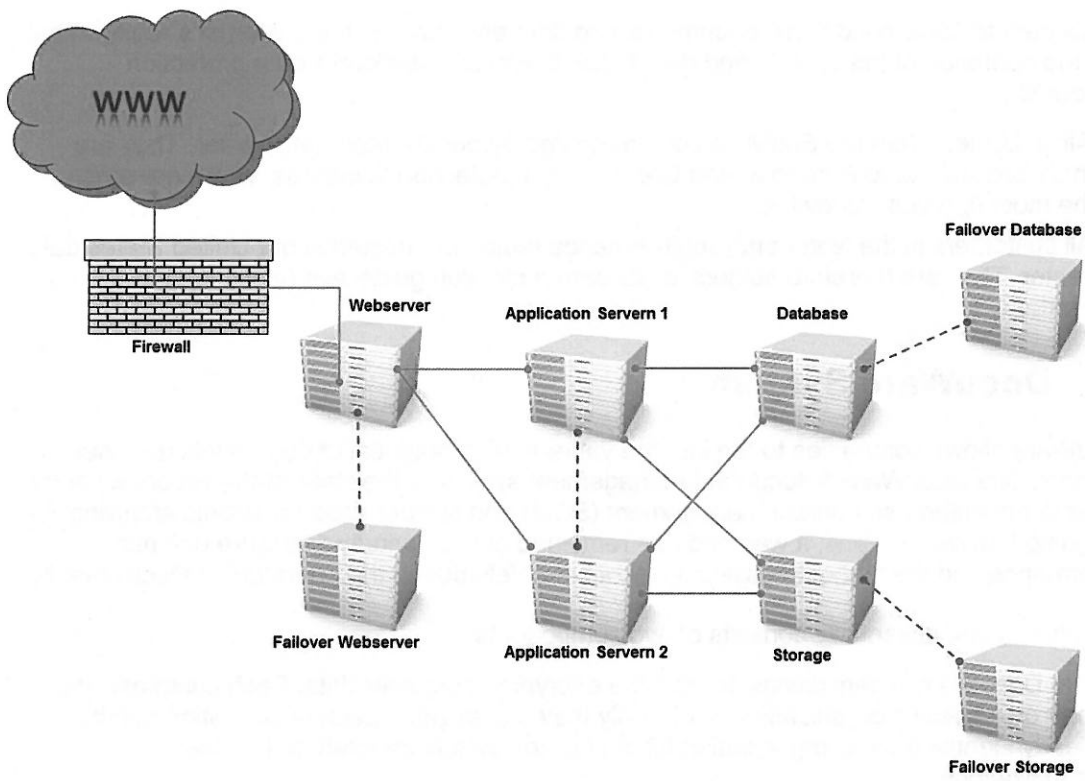
- All customers from the EMEA region are hosted by our German data center. They are therefore subject to European and German data protection standards, which are among the most rigorous worldwide.
- All customers in the North and South America region are hosted in our United States data center. They are therefore subject to US data protection guidelines (including the US Patriot Act).

2.2 DocuWare System

DocuWare allows companies to tap into the value-adding potential of documents and their contents. The DocuWare 5 document management system is the state-of-the-art software for professional enterprise content management (ECM) and tamper-proof electronic archiving. In designing DocuWare Online, it was and has remained our top priority to ensure optimum performance and the highest possible level of fail-safety during the operation of DocuWare 5.

DocuWare Online essentially consists of two components:

- The DocuWare organizations contain the encrypted customer data. Each customer has their own specific organization, which only they can access. Each organization can be clearly identified by its organization ID, and is completely separate from other organizations.
- The DocuWare system includes all the servers and services for the operation of DocuWare 5. All servers are redundantly available to ensure the full functionality of DocuWare Online at all times, even in the event of server failure. If a failure does occur, the system continues running uninterrupted on the twin or other available server.



The DocuWare system consists of the following components:

- 1 Two application servers (1 & 2) contain all the important DocuWare services, which are needed for the operation of the DocuWare system, such as :
 - Authentication Server
 - Content Server
 - Workflow Server
 - Fulltext Server
 - Notification Server
 - Thumbnail Server
 - Job Processor



- 2 Two Web servers (the Web server & failover Web server) are home to the IIS (Internet Information Service) and are responsible for generating web instances for DocuWare organizations.
- 3 Both customer databases and system databases are, completely redundantly, saved on two database servers (the database & failover database).
- 4 The encrypted customer data is, completely redundantly, saved on two storage servers (storage & failover storage).
- 5 In order to protect DocuWare Online against attacks over the Internet, a professional firewall solution is deployed to guarantee the comprehensive protection for the systems. It includes the following components, among others:

Anti-malware technologies, which use generic signatures and heuristic technologies to catch even malware variants which do not match a specific signature.

Intrusion prevention technologies protect the system from vulnerabilities which can be caused by plug-ins.

URL filtering efficiently blocks malicious websites by using several URL filters, and anti-phishing and anti-malware technologies.

Reputation services, which ward off spy and malware attacks at an early stage even before signatures are available for them.

3 Security Concept

The DocuWare Online system's architecture was designed with the primary considerations of data security and administrative process accountability. It is thus guaranteed that documents can only be opened or edited by individuals who are authorized to do so. This applies to users within a customer's system as well as to the system as a whole. There is a strict, fundamental separation between

- customer data (DocuWare organizations)

and

- system data (the DocuWare system).

Administrators only have access to the data necessary to operate DocuWare Online. They are never capable of accessing customer data, as the system automatically prevents it. Furthermore, a system has been implemented to enable monitoring and permanent recording of instances of administrator access. This means that all changes to the DocuWare Online system are traceable accountable at all times.

3.1 Encrypting Communication

All of DocuWare Online's data traffic is encrypted as a rule. That applies to the connection between the client and the online system as well as to communication among servers. Thus there is no way for data or information to be intercepted inside or outside of the system.

A Secure Site SSL Certificate (from VeriSign) with an encryption rate of up to 256 bits is used for the encryption. Extended validation technology instantly assures the user that the connection is secure and validated by coloring the address bar green.

3.2 Document Encryption

All documents saved in DocuWare Online are automatically encrypted using the AES (Advanced Encryption Standard) encryption process. AES is the successor to DES (Data Encryption Standard). AES is currently one of the most secure symmetric encryption processes. It is approved for use by the US government as the US encryption standard for documents with the highest security clearance level (top secret) and meets the strictest security requirements.

An asymmetric key pair is generated for each file cabinet. The private key is used to encrypt the symmetric keys which are created when the documents in a file cabinet are encrypted. The private key for a file cabinet is, in turn, encrypted using a master key.

DocuWare relies on the use of AES-256 with the maximum key length of 256 bit for maximum protection when encrypting. A key length of 4096 bits is used for the encryption of symmetric keys. A new symmetric key is generated for each document. This increases security, as there would only be a relatively small encrypted data set available for a potential attempt at decryption.

3.3 Access Control for Maintenance Users

In our approach to DocuWare Online's maintenance, we have put in place a strict division between maintenance users and maintenance administrators. Maintenance users have a very limited spectrum of rights and can only perform actions on the system that help ensure the system's smooth functioning. These are, more specifically:

- Restarting DocuWare services
- Access to server event logs
- Access to system databases
- Access to local IIS instances

This enables maintenance users to analyze potential problems and rectify them using targeted measures. This security access level applies to all initial analyses and "normal" maintenance activities.

Under no circumstances do maintenance users receive access to customer data or to directories in which customer data is stored.

3.4 Access Control for Maintenance Administrators

Specific activities do require full (or comprehensive) administrative rights to the DocuWare Online systems. In order to guarantee 100 percent protection of data in these cases as well, maintenance administrators' access procedures are strictly defined and are also completely recorded and supervised.

- Each instance of access to DocuWare Online systems occurs in an RDP session.
- Following a separation of duties approach, the passwords are stored in preconfigured RDP shortcuts and are thus never disclosed to the administrators. The only way to launch a session is by clicking on the RDP shortcut. Part of the password is determined by a member of DocuWare management.
- Every RDP session is logged using special software and saved in a secured DocuWare file cabinet. The Vice President of Online Operations is automatically informed of every log, and holds responsibility for supervising and approving the session. This ensures that all administrative activities are supervised and completely documented.
- The maintenance administrators' passwords are kept with a security server and transmitted in two separate parts. In exceptional cases, the password may be requested via a 24/7 hotline. Password requests are automatically forwarded to the Vice President of Online Operations. The password must then be reset and transmitted on the following workday.

4 Fail-Safety

Constant system availability is a basic precondition for a Cloud service's success. Point 3, "Architecture – Overview," already documents a wide range of comprehensive measures to guarantee this. Beyond those mentioned here, even more organizational measures have been made to boost the level of fail-safety further still.

4.1 24/7 Support

DocuWare Online is supported around the clock by an experienced support team. Any unexpected issues are reported and resolved on an ongoing basis (see point 7, "DocuWare Online Monitor – Performance Check"). Employees are warned about such instances via a multilevel system of email, monitor alerts, or text messages, depending on urgency, and are prepared to react appropriately.

4.2 Snapshot Backup

Together with the measures described in section 3.1, snapshots of the virtual machines in use are also created at regular intervals. This ensures that a server can be completely restored if there are any unexpected problems. The strict separation of data and functionality ensures that this measure is never applied to customer data or documents.

4.3 Logical Distribution of the Virtual Servers

For the best possible protection against hardware failures, the virtual DocuWare servers are operated on multiple host systems. This ensures that a failure of a physical hosting system would not effect more than one redundant component of the DocuWare system.

5 Performance

Thanks to DocuWare's multi-client capabilities, DocuWare Online is able to make optimum use of its resources. Thus it does not matter whether an organization generates a very high load (such as through many users) or a very low one. Every user always benefits from the full data and storage performance. Moreover, the system makes it possible to react to any weaknesses in short order so that additional capacities can be added to the system.

5.1 Load Balancing

On the DocuWare Online system, the load is, in principle, distributed across all available servers. This contributes to a balance in the available servers' workloads and ensures a consistently high performance level of the system overall. If predefined thresholds are exceeded, additional capacities (CPU power or memory) or complete virtual servers can be added. The process for this depends on the part of the DocuWare system which is affected.

5.2 Dynamic Performance Adjustment

Our support team has access to a variety of options to help us react quickly and flexibly to fluctuating loads:

- Extending the existing virtual server by adding additional processing cores or additional storage space. This is performed within seconds and takes effect immediately after the virtual machine is restarted. Thanks to the entire system's failsafe structure, this step can be carried out during operation without any interruptions. With the upcoming versions of Windows Server Datacenter Edition, it will be possible even without restarting.
- Adding entire virtual servers, either by booting up extra servers from standby as needed, or by supplying entirely new virtual servers based on a preconfigured installation package.

6 DocuWare Online Monitor – Performance Controls

All DocuWare servers and services are automatically monitored and report any system failures or performance bottlenecks immediately. A special service has been developed for this, which specifically monitors all the important parameters for our online system. These include the CPU load, working storage utilization, free hard disk space, and the accessibility of DocuWare services, among other things. In addition, complete functional tests are regularly carried out to test the login procedure, storage, search, and other important features of DocuWare. If an error occurs or the tests cannot be completed in the specified time, the DocuWare Online support team will be notified immediately. This notification is sent either by email or SMS, depending on how urgent it is. If it is extremely urgent, the error will be immediately reported and rectified at any time of day.

DE - DocuWare Online Monitor											
Auto refresh: Last: 15:06:15 (9:34)											
All down times											
Admin mode											
Unhide all											
Global											
DWDB											
Services											
CPU Usage in %		0.12			CPU Usage in %	0		SQL Server Agent			
RAM Usage in MB (3GB)		7538		SQL Server							
C:\Used (max. 50GB)		23.37			RAM Usage in MB	6582.12					
DWAPP1											
Services											
CPU Usage in %		0.47			CPU Usage in %	0		Thumbnail Server	CPU Usage in %	0	
RAM Usage in MB (3GB)		901		Authentication Server					RAM Usage in MB	23.94	
C:\Used (max. 50GB)		25.31			RAM Usage in MB	53.89					
				Content Server	CPU Usage in %	0			Notification Server	CPU Usage in %	0
					RAM Usage in MB	41.48			RAM Usage in MB	25.45	
				Workflow Server	CPU Usage in %	0			Fulltext Server	CPU Usage in %	0
					RAM Usage in MB	35.73			RAM Usage in MB	64.45	
DWAPP2											
Services											
CPU Usage in %		2.21			CPU Usage in %	0		Thumbnail Server	CPU Usage in %	0	
RAM Usage in MB (3GB)		1798		Authentication Server					RAM Usage in MB	24.94	
C:\Used (max. 50GB)		23.46			RAM Usage in MB	41.71					
				Content Server	CPU Usage in %	0			DocuWare Maintenance Service	CPU Usage in %	0
					RAM Usage in MB	46.88			RAM Usage in MB	14.16	
				Workflow Server	CPU Usage in %	0					
					RAM Usage in MB	31.56					

7 Logging Users and Processes

DocuWare offers comprehensive logging options to help DocuWare organizations keep constant track of all their internal processes. This makes it possible at any time to determine who within your organization has deleted or modified a particular document. To this end, a login agent must be defined and enabled in DocuWare Administration. The types of information to be logged can be specified during the configuration of login agents:

- Actions such as sending documents
- File cabinets such as the Accounting file cabinet
- Users or user groups, such as Administrators
- A combination of parameters

8 Backup/Restore

DocuWare Online's existing standards already guarantee you optimum data security and availability. We can offer additional options for customers with special or unusually high requirements.

8.1 DocuWare Request

With DocuWare Request, you have the ability to make a copy of your data on an external storage medium, either once or at regular intervals. The customer can freely define the extent of the backup. This means they can request an incremental backup of a file cabinet twice a year, for example. Data created in this manner can be imported into a DocuWare organization at any time, and can be searched and displayed using the query program included in delivery independently of a DocuWare system. To set up a DocuWare Request backup, please contact technical support.

8.2 Backup System

All web customers have the option of signing up for a complete backup system for their organizations. With this service, the backup system is updated with all changes to documents in the main system on a regular schedule. The documents can be restored from the backups at any time or are available for read access in a worst-case scenario. Primary and backup systems are always geographically separated on separate continents. Up to five users have access to their documents via Web Client as usual. To set this up, please contact our technical support.

9 Data Handover upon Termination of the Contract

If, upon termination of the contract, you wish to have a copy of all of your data in the form of a DocuWare Request (see "9.1 DocuWare Request"), this will of course be provided. Following termination of the contract, we will securely and irrecoverably delete all data.

10 Quality Guarantee

DocuWare regularly has its product and the company tested and certified by independent institutions: Three certifications prove, that also DocuWare Online meets the very highest of requirements as document management system.

DocuWare Online is certified as DMS



DocuWare is certified according to ISO 27001:2005. This standard specifies the requirements for the production, introduction, operation, monitoring, maintenance, and improvement of a document information security management system (ISMS). The focus of the certification is DocuWare Online.

DocuWare guarantees audit-compliant archiving



The DMS supports the requirements for archiving documents that are subject to mandatory retention according to the rules of orderly bookkeeping, and guarantees audit-compliant, long-term archiving according to HGB/AO, GoBS, and GDPdU, according to the auditing standard PS 880 of the German Institute of Auditors (IDW). This certification is especially important in Germany.

Quality management meets international standard



As a DMS manufacturer, DocuWare meets the international standard DIN EN ISO 9001:2008, which acknowledges DocuWare a "good quality management system" in respect of "the development and sales of a standard software for document management."

11 Index

2

24/7 Support • 15

A

Access Control for Maintenance

Administrators • 14

Access Control for Maintenance Users •
14

Architecture – Overview • 7

B

Backup System • 19

Backup/Restore • 19

D

Data Handover upon Termination of the
Contract • 20

Document Encryption • 13

DocuWare Online Monitor – Performance
Controls • 17

DocuWare Request • 19

DocuWare System • 10

Dynamic Performance Adjustment • 16

E

Encrypting Communication • 13

F

Fail-Safety • 15

H

Hosting • 7

I

Introduction • 5

L

Load Balancing • 16

Logging Users and Processes • 18

Logical Distribution of the Virtual Servers •
15

O

Objectives of This White Paper • 5

P

Performance • 16

Q

Quality Guarantee • 21

S

Security Concept • 13

Snapshot Backup • 15

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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: AARON'S BUSINESS SOLUTIONS

Signed: [Signature]

Title: President

Date: 2-20-15

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: AARON'S BUSINESS SOLUTIONS

Signed: [Signature]

Date: 2-19-15

Title: President

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

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

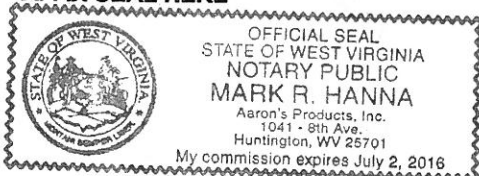
DEFINITIONS:

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: AARON'S BUSINESS SOLUTIONSAuthorized Signature: [Signature] Date: 2-18-15State of West VirginiaCounty of cabell, to-wit:Taken, subscribed, and sworn to before me this 18th day of FEBRUARY, 2015.My Commission expires July 2nd, 2016.**AFFIX SEAL HERE**NOTARY PUBLIC [Signature]