



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CME70495

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2006				

BID OPENING DATE: 11/01/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR (DHHR) OFFICE OF THE CHIEF MEDICAL EXAMINER TO PROCURE, INSTALL, AND IMPLEMENT A (MEMS) MEDICAL EXAMINER MANAGEMENT SYSTEM.						
PLEASE NOTE THE FOLLOWING ATTACHMENTS:						
1. CME70495 SPECIFICATIONS SECTIONS A, B, & C						
2. ATTACHMENT A-HARDWARE EQUIPMENT AND SOFTWARE INFORMATION						
3. ATTACHMENT B-BACKGROUND INFORMATION						
4. ATTACHMENT C-MANDATORY REQUIREMENTS COMMON TO ALL OCME SECTIONS						
5. AFFIDAVIT						
6. WV-96 AGREEMENT ADDENDUM						
7. OPS-ABS-CERTIFICATION FORM						
0001	1	JB		205-05		
PROCURE, INSTALL, AND IMPLEMENT A MEDICAL EXAMINERS						
REQUEST FOR QUOTATON						
TO PROCURE, INSTALL, AND IMPLEMENT A MEDICAL EXAMINERS MANAGEMENT SYSTEM (MEMS), PER THE ATTACHED SPECIFICATIONS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, OCTOBER 13, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER</p>						

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				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV		
***** PLEASE NOTE THAT THERE IS A MANDATORY PRE-BID CONFERENCE ON OCTOBER 11, 2006 AT 1:30 PM. THIS WILL TAKE PLACE AT 619 VIRGINIA STREET, CHARLESTON, WV 25302 ALL VENDORS MUST ATTEND THE PRE-BID MEETING. FAILURE TO ATTEND SUCH PRE-BID MEETING SHALL CONSTITUTE JUSTIFICATION TO DISQUALIFY THAT VENDOR'S BID. ONE PERSON CAN NOT REPRESENT MORE THAN ONE COMPANY. *****						
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). A. APPLICATION IS MADE FOR 2.5% 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						

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CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 <input type="checkbox"/> BIDDER IS A CORPORATION 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> 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						

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SHIP TO	HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302 304-558-4865
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<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p>						

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<p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----CME70495----- BID OPENING DATE:-----11/1/2006----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ CME70495 ***** TOTAL: _____						

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PURPOSE:

To acquire, install, and implement a Medical Examiner Management System (MEMS) in the Office of the Chief Medical Examiner (OCME) office "Agency" that is to be completed by May 31, 2007.

SCOPE OF WORK: Project:

The MEMS must be network based, web enabled, and provide Internet/Intranet WAN accessibility, and must utilize existing server hardware, server operating system and database software as listed in Attachment A. Background information is provided in Attachment B.

Application, Web, and database server access is over a Wide Area Network (WAN) and is hosted at the DHHR-MIS secure server Data Center located approximately 3 miles from the OCME operations. Servers are not dedicated and will be shared with other applications/database systems. Additionally, existing workstation software and network infrastructure and services are to be utilized to the fullest extent possible. A modular design is required to allow implementation of OCME functions and system features over time as needs dictate. These include, but are not limited to, Toxicology (Tox) laboratory, Forensic Investigation Unit (FIU), Autopsy/Morgue operations, and Administrative (Admin) support.

A base case management system is required to support all OCME operations with basic functionality and features as described by the specifications in Section A & B of this Request for Quotation. This project must include full implementation, including training, and post implementation support by the successful bidder as detailed in this RFQ.

Section A – Basic Functional Requirements:**1. Case Management Function:**

- a. System must provide automatic assignment of cases. The OCME will be allowed to define the starting case number(s). Case numbers can be changed. The case numbering system must support 4 digit years and up to 10,000 cases per year (type of cases that will have unique number sequence are "house", "county", and "declined jurisdiction").
- b. The system must check if a case with the same last name and first name has been entered over the last few days when establishing a new case.
- c. The case must have the ability to be opened after being closed.
- d. The system must have the ability for information to be imported into the system.
- e. The database must allow user to create specific database tables and data entry forms to suit agencies specific internal needs.
- f. The system must allow for the tracking of status of the death certificate.

- g. The system must support records not related to cases.
- h. The system must be able to look up cities, counties and states from the zip code.
- i. The system must automatically look up addresses of hospitals and other locations for a case.
- j. The system must have the capability of a case material check in and check out function (ex: chain of custody).
- k. The system must allow for case initiation at multiple parts of the process. The system must have the ability to require a valid entry in specified fields before data in the form can be saved. Case notes must be able to be stored in the system.
- l. Access to a case must be able to be restricted in the case of a high profile case. Access to a case must be able to be "read only" once the case has been set to a closed status.
- m. Data base system must be able to record cremation requests and record approval or disapproval.

2. Body and Evidence Processing Function:

- a. Data system must allow for a distinct property number for identifying property items, and track the status and physical location of all items pertaining to a case.
- b. The system must have a way for maintaining inventories (evidence, biological specimens, tissue slides, etc.) of items in coolers, rooms, lockers, drawers, etc.

3. Workflow:

- a. System must have user defined work flow and case tracking capabilities based on case status.
- b. The system must automatically create reminders and alerts based on data that is stored in the system on issues like overdue tox results, property that has not been collected for some time, and other items where more time has expired than desirable.
- c. The system must be able to check if all relevant data has been entered before a case is closed.
- d. The menus need to be tailored in the system to the different roles of users. Specific fields must only be entered by certain people within the agency.
- e. A case must be able to be reopened after it has been closed.
- f. The data system must have pre-built work flow capabilities including roles, flow, event handling, etc.
- g. The system must allow for automatic notification capability with updated information.

- h. The system must have event management capabilities such as automatic e-mail reminders after "X" number of days.

4. Missing Person:

- a. The system must allow the user to capture missing person information and match it with existing Date of Entry (DOE) cases.
- b. The system must assign a unique number to any new missing person.
- c. The system must match a missing person against DOE cases at the time of entering a missing person.
- d. The system must be able to match a new DOE case against a list of missing persons.

5. Mass Fatality:

- a. System must store a separate record for each mass fatality. This describes the mass fatality incident.
- b. System must allow you to enter multiple decedents into the system for a single mass fatality incident.
- c. System must automatically add the incident address if deceased at scene as the death address for the decedent.
- d. System must create individual cases for each decedent with their own case number for each of the decedents you have recorded.
- e. System must create a message telling you how many cases you have created and the last case number that has been generated.
- f. System must record human remains that are recovered in the incident to create individual records and will be identified differently from the case numbers of decedents for each of the body parts.
- g. System must create a message telling you how many body part records were created and the last number and review the details of the incident, the known decedent and all the human remains related to the incident.
- h. System must add additional decedents and also enter additional Human Remains into the record for this mass fatality.
- i. System must record missing persons that are recovered in the incident to create individual records and will be identified differently from the case numbers of decedents.
- j. System must allow Missing Person data to integrate with Mass Fatality.

6. Barcode:

- a. System must have a fully integrated bar coding module to facilitate labeling and tracking of evidence and specimens.
- b. System must use industry standard hand held bar code scanning devices for system input.

- c. Specimen labels must be printed together with barcodes.
- d. Barcode scanning must be used to record the destruction of specimen and medication.
- e. System must alert a user if a specimen or medication has been set to a "Do Not Destroy" status.

7. **Toxicology:**

- a. **The MEMS system will "not" interface with the current toxicology equipment; the MEMS system will only provide recording, tracking, and reporting services for the toxicology department.**
- b. Must have the ability to add new cases submitted to the OCME from county medical examiners.
- c. Must have the ability to track case sample disposition/chain of custody.
- d. Must have the ability to search database and acquire specific results for an extensive group of parameters. Some of these include specific positive drugs findings, county of decedent, manner of death, age and sex of decedent.
- e. Must have the ability to search for a case by name of decedent, county of death, or case submitter.
- f. Must have the ability to restrict changes to data, indicate who made changes and when.
- g. Must have the ability to restrict who can see toxicology results and when they can first be allowed to see the results.
- h. Must have the ability to add case notes. The program must have the ability to generate a Toxicology Report, as well as amended and addendum reports.
- i. The report must allow automatic inclusion of reference range information upon entry of positive findings. The reference range information must also be able to be overridden.
- j. The report must include a free field for comments.

8. **Reporting Requirements:**

- a. The system must be compatible with and have the capability to provide appropriate interfaces for ad-hoc report writing tools such as Microsoft access or crystal reports.
- b. The user must be able to add ad-hoc reports to a menu of reports offered.
- c. The user must be able to modify standard reports if needed.
- d. The system must provide a method to automatically submit reports to run on a user-defined schedule.
- e. The system must support the printing of labels with customizable layout and data element content.
- f. The system must have the ability to export files for interfacing with existing

systems.

9. Usability and Navigation:

- a. Client site must be able to run on Internet Explorer desktop with no special installation on client's side.
- b. The system must be able to provide editable on-line help screens.
- c. The system must provide text entry fields that have standard word processing functionality. Example, spell check, cut and paste, word wrap, etc. The spell check function must accept both user-defined words and import purchased dictionary editions.
- d. The system must have the ability for multiple selection input fields displayed at customizable drop down lists.
- e. The system must allow for automated data quality checking (for instance data date checking).
- f. The system must have the capability to alert the user of possible duplicate data for quality control.

10. Office Capabilities:

System must have the ability for remote entry of data on mobile PC's and or PDA's and the subsequent synchronization of data with the main database.

11. Customizable By Users:

- a. Screen prompt text and menus must be customized without programming changes.
- b. The system must allow the user to identify which fields are displayed on a specific screen.
- c. The system must have the capability for look up tables that allow for user-defined codes.

12. Security:

- a. Security must be able to be assigned based on roles (employee function).
- b. Security must be able to be set at the transaction user ID level and down to the level of the fields.
- c. The system must be able to provide security to restrict access to various functions by "inquiry only", "add", "delete", and "update capabilities".
- d. The security system must allow for the use of shared workstations. Example: multiple users able to log onto one work station (critical during training).
- e. The system must have full audit tracking capabilities, tracking by operator, and date/time.
- f. The system must be compatible with standard back up and restore functions.

- g. Secure access must be able to be provided via the Internet to other agencies.

13. General Function Requirements:

- a. The system must have the capability to add a remote site: example, for disaster response.
- b. The system must have the capacity to support records for as many as 10,000 cases per year.
- c. The system must provide record, archive, and purge features.
- d. The system must be capable of producing a duplicate record with a different case number: example for mass casualty situations.
- e. The system must allow MS Word and Excel templates into the system records and populate them with case data.
- f. Attached documents in the system must be able to be searched in a full text search mode.
- g. Long text fields must be searchable for text strings.
- h. The system must be a real time system where all data that is affected by a transaction is updated at the time of the transaction.
- i. The system must allow for more than 1 person to access a case and its associated documents simultaneously.
- j. The system must be able to lock a case when it is being edited.

14. Billable Activities:

- a. The system must be able to track record requests for copies of documents and other billable activities.
- b. The system must allow for records receipt of payments.
- c. The system must allow for record completion of service requests.
- d. The system must allow for the production of invoices.
- e. The system must be able to track overdue payments.

15. ICD.10:

The system must have the capability of utilizing ICD-10 codes for diagnostic purposes.

16. Scan and Link Documents:

The system must store documents automatically and reference them in the database.

17. Generate Reports:

- a. The system must automatically generate autopsy reports and statistical spreadsheets using multiple fonts and line drawings, logos and other graphical aspects like shading areas and data must be able to be entered into the database automatically merged with such forms and printed out on laser printers connected to the network.
- b. Data from the database must be able to be inserted into Microsoft Word templates for special reports.
- c. Data from the database must be able to be inserted into Microsoft Excel for the production of quarterly and annual reports.

Section B - General System Requirements:

There are a number of general requirements that are not forensic laboratory specific, but are important from the perspective of the overall system functioning ("consistent look and feel"). This section includes overall specific system capabilities that supplement the detailed requirements specifications contained in other sections.

1. MEMS System Access and Navigation

- a. Security: Control for system access by authorized users. These specifications assume the OCME has appropriate security in place for user access to the information system environment that is separate from MEMS system access.
- b. Must have the ability to create and maintain individual user specific security tables containing user ID and password information that is accessed only by administrator level security.
- c. Must have the ability to restrict user passwords to HIPAA-compliant combinations of characters of a standard minimum length
- d. Must have the ability to track user password revisions and force users to change their passwords at OCME determined intervals
- e. Must have the ability to terminate log-on screen after OCME determined number of unsuccessful tries by a user to log in
- f. Must have the ability to automatically log off idle workstations after a predetermined period of time
- g. Must have the ability to enable a user automatically logged off to log back in and have the system reset to the same screen the user was on when the automatic log off occurred
- h. Must have the ability to limit workstations from which a given user can log on and whether or not they can access system from a remote site
- i. Must have the ability to prevent a user from being logged on to multiple workstations at the same time

- j. Must have the ability to limit hours of access for individual users and lock them out of the system during non-authorized hours
 - k. Must have the ability to create an audit trail of who, when, where, and what functions were accessed by a specific user
 - l. Must have the ability to conform to any HIPAA security conditions adopted by the OCME as a part of its privacy and security documentation
2. **User Rights and Privileges: This section generally covers what users can do once they are granted access to the MEMS system.**
- a. Must have the ability to create rights and privilege groups by type of user
 - b. Must have the ability to create unique user rights based on functions and screen displays
 - c. Must have the ability to control which users have the right to update specified data sets and track the data updated
 - d. Must have the ability to lock certain records at some specified point after creation (test results for example)
 - e. Must have the ability to include add/delete/edit/read only limits on user rights
3. **Screen Access and Navigation: User rights notwithstanding, this segment relates to requirements specifications regarding system screen access and navigation.**
- a. Must have the ability to access any allowed function from any workstation on the system
 - b. Must have the ability to access various screens through the use of menus and appropriate icons on various screens
 - c. Must have the ability to move easily from one screen to another utilizing screen appropriate icons or function keys
 - d. Must have the ability for off-site customers to access limited read-only fields or portions of the Web MEMS system for data entry and barcode generation
4. **General Query Capabilities:**
- a. Must have the ability to query specific records based on record key data fields
 - b. Must have the ability to perform name searches utilizing sounded (words that sound similar) approaches
 - c. Must have the ability to access query function screens from screens where it would be logical to do so rather than having to return to a system menu
 - d. Must have the ability to query for any specific test request test status
5. **Field Entry and Editing and System Table Maintenance**
- a. Field Value Entry and Editing: Any field containing a coded value rather than text must include the following:
 - b. Must have the ability to enter the value desired directly or from a drop down table of valid values through standard mouse selection procedure

- c. Must have the ability to require mandatory fields to be filled before user can exit the screen, along with prompts or highlights that enable the user to quickly see which fields need to be completed
- d. Must have the ability to define data entry fields for dual entry with separate verification pass prior to accepting the data set
- e. Other Field Editing: Editing of non-table fields
- f. Must have the ability to apply alpha/numeric edits
- g. Must have the ability to test for valid numeric value range.
- h. Must have the ability to perform selected correlation edits between fields
- i. Must have the ability to edit for valid dates and reasonable date ranges.
- j. Must have the ability to insert default values for any code or non- code field
- k. Must have the ability to default value for current date and time in all appropriate fields that are generated from the system clock, but allow user over-ride.
- l. System Maintenance: Maintenance of all MEMS system tables for which the user has the responsibility for populating.
- m. Must have the ability to control access to the system tables by authorized administrative personnel.
- n. Must have the ability to update code tables directly from any screen where the field appears by authorized users only.
- o. Must have the ability to maintain the value set for any table.
- p. Must have the ability to time-stamp any table where changes are only valid starting on a specific date. Code set that will be presented to the user will correspond to the system date.

6. Reporting and Data Transfer

General Reporting: Standard reports embedded in the MEMS system. Many of these reports support general "business management" activities. Examples include:

- a. Must have the ability to provide Workload Reports (periodic – weekly, monthly, yearly, etc. workload reports that will indicate separate counts of specimen/samples received and tests performed for each analytical area)
- b. Must have the ability to provide reports that differentiate between client-ordered tests and tests done in- house as part of investigative testing protocol or study.
- c. Must have the ability to provide Work Time Unit reports (reports that calculate the amount of labor it took to run the tests) The system must also be flexible enough so the laboratorians can add, delete, or change tests and work time units as needed.
- d. Must have the ability to provide Quality Assurance Reports. The system must produce reports based on any of data fields and the comment fields where additional QA information will be stored. Examples of QA reports include

- information about unsatisfactory specimens/samples, specimen/sample rejection, improperly labeled specimen/samples and/or request slips, etc.
- e. Must have the ability to provide Turn-around Time Reports (reports showing the turn-around times for specific tests or test groups, including the average turn-around times plus the number that meet, exceed, and are less than predetermined turn-around times).
 - f. Must have the ability to provide Quality Control Reports (reports showing periodic summaries of QC results with detailed reports of exceptions including detailed listings of QC results for a particular date range, as well as tracking changes in QC measures and who made the changes).
 - g. Must have the ability to provide Submitter Usage Reports (reports providing lists of submitters and the tests they requested for a specified period of time).
 - h. Must have the ability to provide Reportable Disease Report (reports listing all reportable diseases based on the results of forensic findings/ testing with flexibility to add, change, and/or delete as necessary).
 - i. Must have the ability to provide Test Log Reports (reports on various test logs such as specimen/sample pending log, reportable disease log, specimen/sample send-out log, etc., as well as a list for a specific tasks or test(s) or series of results for a given time period/submitter/etc.)
7. **Report Generation Strategy (Internal and Export): This general specification supplements the more detailed specifications contained in other sections.**
- a. Must have the ability to provide a reports menu from which the user can select and run standard system reports.
 - b. Must have the ability to schedule the production of reports for non-peak system usage or nighttime.
 - c. Must have the ability to create user query reports utilizing a standard query tool compatible with the MEMS data base architecture.
 - d. Must have the ability to limit scope of query reports.
 - e. Must have the ability to select and export data sets for more intensive analysis on a workstation in a format compatible with appropriate desktop database products and statistical analysis packages.
8. **Web Front End: More general specification than contained in prior sections relating to database interfaces.**
- a. Must have the ability to provide secure Internet site for the exchange of data sets that comply with HIPAA and related standards and recommended architecture.
 - b. Must have the ability to support user input screens for forensic test request submission and specimen/sample collection.
 - c. Must have the ability for external users to pick up test reports and files as well as general purpose report data files.
 - d. Must have the ability to provide second-tier authentication for data access.

9. **Standards and Regulatory Compliance: Many of the standards have been stated elsewhere. As a general rule, the following standards and requirements will apply to the OCME on its internal policies and procedures and functional activities performed.**

- a. Must have the ability to comply wherever feasible with all data processing requirements of the College of American Pathologists (CAP) as well as any other applicable standards.
- b. Must have the ability to comply with CDC PHIN standards (<http://www.cdc.gov/phin/>) and applicable HIPAA regulations pertaining to privacy/security and medical transactions containing personal health information.

10. **Software Subscription Support (Mandatory):**

Hardware: It is the intention of the Agency to purchase, install, and maintain all computer network and computer workstation related hardware associated with the operation of the MEMS.

- a. Vendor supplied hardware must be identified as being included at no additional cost including maintenance and included with the basic system configuration.
- b. No requirement is made of the vendor to support computer workstation and computer network hardware maintenance, but it is required that the vendor provide software support in conjunction with hardware upgrades or hardware failure recoveries as part of the software support agreement.

Software: All software obtained through this RFQ process is required to be provided in perpetuity for a one-time fee to be included in the MEMS price specified in the proposal response. If software support is not renewed, the MEMS must be at the most current version defined by the contract and be fully functional prior to termination of existing support contracts. Failure to renew software support subscription will not render the MEMS inoperable or disable features or functions.

- a. It is required that all customization or tailoring of the software for specific needs automatically carry over to future releases of the MEMS at no extra cost to the Agency.
- b. Software support must be provided for all aspects of the MEMS, by the MEMS vendor for a fixed yearly fee. Software is defined as the MEMS software, any database software, and software supplied by vendor. Also, any software provided during implementation is considered part of this software support.
- c. Initial twelve months of support must be included in initial purchase price with continued software support subscription quoted at a fixed price for a period of up to one (1) year, with a maximum of two (2) one (1) year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract.
- d. Annual software support subscription must include all fixes and upgrades required to keep the MEMS at the most current level or revision.
- e. Technical support must be available throughout the software support contract period. Support may be via voice telephone call or remote access or other means as agreed to provide a solution.

- f. Technical support must be made available 24 hours, 7 days per week. Vendor must provide a support package that includes this level of support as a minimum.
- g. Technical support must respond to requests for assistance within two hours or sooner of the initial request by Agency personnel. A response is regarded to be a voice telephone call, remote access session, or Email response which solves or details a restoration plan to return the MEMS to normal operation.
- h. In the event of significant MEMS problems, which prevent the Agency from reporting test results or providing critical services, the vendor must expand support beyond the normal support process as necessary. This must include weekend and holiday time if needed to solve a major problem and return the MEMS to normal operation at no additional cost.
- i. In the event that problems cannot be resolved by either voice telephone or remote access, an on-site visit may be required. The on-site visit must be scheduled as to resolve the problem at the earliest possible opportunity with consideration to requirements of the Agency, weather conditions, and severity of the problem. On-site visits must be at no additional cost to the Agency unless due to problems not related to the MEMS or MEMS vendor supplied components.
- j. In the event of a catastrophic MEMS failure, the vendor must provide recovery assistance as necessary to restore the MEMS to full operations. Assistance may be via voice telephone call, remote access when possible, Email, Fax, or on-site visit. Prior approval from the Agency must be acquired prior to any work performed outside of contracted services under this RFQ.

11. General Bar Coding:

Bar coding has been mentioned elsewhere in this document. This section pertains to the general use of barcodes in the MEMS environment.

- a. Must have the ability to support a variety of barcode labels for different uses that contain use specific codes.
- b. Must have the ability to print barcode labels on variety of printers.
- c. Must have the ability to print user-defined number of copies.
- d. Must have the ability to support multiple barcode standards.
- e. Must have the ability to add additional standards and alert system as to which barcode standard is being scanned.

12. Data Archiving:

Miscellaneous General Requirements Specifications:

- a. Data Archiving: Although the cost of on-line storage has dropped dramatically there still may be a need to archive data sets from a system performance perspective or database size. The system must have this capability.
- b. Must have the ability to construct logical parameters for selecting data sets to be archived.
- c. Must have the ability to support multi-tiered archiving with a progression of movement from the system hard drive to other forms of data storage.

- d. Must have the ability to find and retrieve specific archived data sets.
- e. Must have the ability to delete archived data sets at end of specified holding periods.

13. Database Conversation:

This project **will not** require vendors to convert old data collected in previous years to the new system for purposes of data retrieval.

14. INVOICES, PAYMENTS, AND PENALTIES:

The vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of milestones completed within the work plan.

Vendor is required to **identify milestones** in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. State law forbids payment of invoices prior to receipt of services.

The Agency reserves the right to negotiate with the successful vendor the final schedule and amounts of payment due.

15. CONTRACT TERM:

Life of Contract: This contract will be effective (date set upon award) and will extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed at a fixed price for a period of up to one (1) year, with a maximum of two (2) one (1) year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period will not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by vendor of intent to terminate will not relieve vendor of the obligation to continue to provide services pursuant to the terms of the contract.

16. Product/Solution Warranty Requirements:

Vendor must include a one-year warranty against defect of the product/solution. The warranty period begins on the date of final acceptance of the delivered system and fulfillment of all contract responsibilities by the vendor. This warranty must include any product/solution patches, bug fixes, product/solution upgrades, and major software releases issued during the first year after Acceptance. This mandatory requirement must be included in the overall bid price.

17. Escrow:

The successful vendor must provide the most recent version of all non-third party software (including source code) and documentation in the configuration in use by the State of West Virginia with an escrow agent (neutral third party) on a quarterly basis through the term of the Contract. The escrowed material shall be delivered to the State of West Virginia in the event the bidder is (1) in bankruptcy proceedings (2) is unable to perform its obligation to the State under the Contract, or (3) or as otherwise provided in the bidder's agreement with the Escrow Agent. The vendor must agree that the State of West Virginia shall be deemed as a third party beneficiary between the bidder and its Escrow Agent.

18. Copyright of Data:

The Contractor may not publish or copyright any data related to or gained through the work described herein without prior approval, unless otherwise stated herein. The State shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

19. TERMINATION OF THE CONTRACT:

The Agency may terminate any contract resulting from this RFQ immediately at any time vendor fails to carry out its responsibilities or to make substantial progress under the terms of this contract. The Agency will provide vendor with advance notice of performance conditions which are endangering the contracts continuation. If after such notice vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the Agency will issue vendor an order to cease and desist any and all work immediately. The Agency will be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

20. CHANGES IN SCOPE:

Formal contract amendments and change orders must be negotiated by the Agency with the vendor, whenever necessary, to address changes to the terms and conditions, costs of, or scope of work included under the contract. An approved contract amendment means one approved by the West Virginia State Purchasing Division, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and/or the scope of the work performed by the vendor.

Vendor must not change the scope of services to be conducted without the approval of the State.

As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the vendor must provide the Agency a written statement that the change has no price impact on the contract or if there is a price impact, provide a description of the price increase or decrease involved in implementing the change.

NO CHANGES IN SCOPE WILL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS AN approved CHANGE ORDER IS RECEIVED AND APPROVED.

21. SUBCONTRACTS /JOINT VENTURES:

The vendor is solely responsible for all work performed under the contract and must assume prime vendor responsibility for all services offered and products to be delivered under the terms of this contract. The Agency will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of the Agency, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

22. INDEMNIFICATION:

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 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; (3) Any failure of vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

23. RECORD RETENTION AND CONFIDENTIALITY:

Vendor must maintain financial records pertaining to the contract for five (5) years following the end of the State fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract must be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures will be subject to State and Federal approval.

The vendor must treat all information, including information relating to recipients and providers, which is obtained by it through its performance under this contract as confidential information, and will not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securement of its rights herein, or as otherwise provided herein. The vendor must adhere to all

applicable State and Federal confidentiality and privacy laws and regulations and will provide appropriate administrative, technical and physical safeguards to insure the security and confidentiality of records. The vendor accepts responsibility for providing adequate supervision and training of its agents and employees to ensure compliance with these confidentiality requirements. With the exception of information provided to its subscribers, no private or confidential data collected, maintained, or used in the course of performance of this contract will be disseminated during the period of this contract or thereafter.

Vendor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, 110 Stat. 1936 (HIPPA) and regulations promulgated there under (HIPPA Regulations).

24. GOVERNING LAW:

The laws of the State of West Virginia will govern this contract. The vendor agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State, Legislative or Local Government) regulations.

Section C - VENDOR & SOFTWARE ABILITIES AND CAPABILITIES:**1. General Requirements:**

- a. Vendor is required to provide the Agency with documented evidence of their ability and capability to successfully deploy a MEMS system in the WV Office of the Chief Medical Examiners environment by May 31, 2007.
- b. The Vendor must have successfully deployed their MEMS, within the United States, in at least one state Medical Examiners office, that included all functional areas including, but not limited to, Toxicology laboratory (TOX), Forensic Investigations (FIU), Autopsy/Morgue operations, and Administrative support services. The vendor must provide at least three (3) references of MEMS implementation in other projects, one of which must be a state Medical Examiners office, within the last five years.
- c. The Vendor must have been in business for a minimum of three (3) years with the primary focus of MEMS installation, implementation, and support.
- d. The MEMS must have the ability to incorporate all the functionality of the current "Medical Examiner" database system as required including menu layout and report formats where specified.
- e. The vendor must identify any and all hardware required to implement the MEMS with detailed configuration instructions as a separate "Hardware Configuration Attachment". Existing hardware as listed in Attachment A must be utilized for application, database, and Web MEMS components. The vendor's list must clearly identify all hardware required for full implementation, whether provided by the vendor or required to be purchased by the Agency, any special configuration or features, and including requirements for equipment needed for remote software support, laboratory test equipment connectivity, bar code, and other misc. equipment. Hardware must be identified with warranty information where available. Please attach a copy of any software license(s) being supplied on this project.
- f. The vendor must provide a work plan document (project schedule) as an attachment to this RFQ, which must include the project milestones, estimated timeline for completion of each phase of the project, and cost of each milestone.

2. Project Requirements:

- a. All software, including the MEMS system and associated software, must provide license for unlimited number of concurrent users and unlimited number of cases.
- b. The MEMS base system must include full support for the following sections/functions:
 - Toxicology Laboratory
 - Forensic Death Investigations
 - Autopsy Operations
 - Histology Archiving
 - Child Fatality Review Reporting
 - Domestic Violence Fatality Review Reporting

▪ Administrative Support Functions

- c. The vendor must provide a detailed software list as a separate "Software Attachment", clearly listing vendor supplied software and software not being provided by the vendor i.e. 3rd party software. It must be very clear as to what software is and is not being provided as part of the implementation by the vendor and what software must be purchased separately by the Agency. Failure to disclose or clearly list software required to fully implement the MEMS will become the responsibility of the vendor to procure, install, and configure without additional expense by the Agency and such software will become part of the MEMS implementation. All software must be registered in the Agency name regardless of source. Existing software as listed in Attachment A must be utilized for application, database, and Web MEMS components.
- d. The successful vendor must provide full installation and implementation of MEMS and related software, hardware, and associated peripherals by May 31, 2007
- e. The MEMS must allow for independent modes for live "production", "testing", and "development" in which each operates independently, yet allow moving tested modules to the production environment without re-creation.
- f. The MEMS must be modular in design to allow implementation over time yet allowing core functions to fully support migrated OCME work sections.
- g. The MEMS must allow for parallel testing of migrated sections and existing systems to determine accuracy, reliability, and security of data within the MEMS
- h. MEMS must allow for utilization of limited MEMS features by physically remote county medical examiner personnel that must access the MEMS over an Internet connection with limited bandwidth.
- i. The MEMS must operate within the existing computer network environment to the fullest extent possible, complying with security, topology, and protocol requirements.
- j. **FOR REFERENCE;** DHHR/MIS/OCME current security environment includes: Microsoft Windows XP Professional on workstations with Critical Updates pushed by MIS, Symantec Antivirus Corporate Edition, Web Sense Internet filtering, Novel GroupWise 6.5 email and central firewall, maintained through central services managed by MIS.
- k. Network Topology includes: Cisco Routers and Charter Cable Modem service for WAN (Wide Area Network) and TCP/IP based 10/100 Ethernet Local Area Network (LAN), and hardware listed on Attachment A.
- l. A Web based MEMS interface design is mandatory to allow functionality within an Internet/Intranet environment. Direct access using individualized secure passwords by external county medical examiner personnel must be available as part of the MEMS system.
- m. The vendor must provide technical and user training at a level to allow adequate operation, administration, configuration, and support with minimal vendor

assistance after initial implementation. A training plan and schedule must be provided with request. (See Attachment C – Mandatory Requirements Common to All OCME Sections.)

- n. The MEMS must have the ability to allow printing of reports directly from the MEMS and the ability to deliver reports via fax and/or Email.
- o. The MEMS system must have the ability to allow remote retrieval of reports and case management data entry via secure login to MEMS.
- p. The MEMS must have the ability to utilize Barcode technology for sample/specimen tracking throughout the entire testing process.
- q. The MEMS system must employ industry standards coding methods.
- r. The MEMS must comply with pertinent state and federal laws, regulations, and standards.
- s. The vendor must provide for escrow of software source code to allow transfer of the source code to the Agency in case of vendor inability to continue business operations for any reason.

3. Project Vendor Personnel:

- a. The vendor must identify key personnel of the project team that will be responsible for the design and implementation of the MEMS system. The vendor must document for each project team member a narrative and resume' that includes a description of their project role and responsibilities, allocation of time to the project, number of years employed by the vendor, and a description of experience with MEMS implementation.
- b. No redeployment of any member of the project team may be made without prior written consent of the DHHR. Replacement of such personnel, if approved, shall be with personnel of equal ability and qualifications.
- c. The Agency shall retain the right to reject any of the vendor and/or subcontractors' employees whose qualifications are deemed inadequate, in the Agency's judgment, for the successful performance of the services. In considering the vendor's employee's qualifications, the state will act reasonably and in good faith.
- d. During the course of the contract, the Agency reserves the right to require the vendor to reassign or otherwise remove from the project any individual found unacceptable by the Agency

4. Database:

- 1. Name of database product if one is used.
- 2. Description of data model (flat file, relational, object-oriented, proprietary, etc.)
- 3. Size of largest customer installed system database (Mbytes and number of test records).
- 4. Describe relationship of server size to database size and impact of server memory (all in relationship to system response time).

Pre-Bid Conference

A mandatory pre-bid conference will be held on site, on October 11, 2006 at 1:30 pm at 619 Virginia Street, Charleston, WV 25302. All vendors must attend the pre-bid meeting in order to familiarize themselves with the project location, site conditions, and other relevant information. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement. Failure to attend such pre-bid meeting shall constitute justification to disqualify that vendor's bid.

Vendor's Bid

The vendors all-inclusive bid price will include all costs (direct and indirect costs, including travel and out-of-pocket costs) necessary for all services provided pursuant to the terms of the contract as specified.

The vendor must include with the bid pricing the following:

- a. Vendor must provide a written response to **Section C – VENDOR & SOFTWARE ABILITIES AND CAPABILITIES** that demonstrates their skills and abilities to perform and deliver a Medical Examiner Management System as specified in this Request for Quotation. Please respond in the order of the requirements for Section C, 1 through 4.
- b. Vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended from conducting business with any local, state, or federal government agency. *
- c. A signed and dated a WV-96 Agreement Addendum.*
- d. A signed and dated a No Debt Affidavit. *
- e. A signed and dated **REQUEST FOR QUOTATION CME70495**. *
(Please note the bid instructions on the back of page 1 of the REQUEST FOR QUOTATION for the submission of bids)

* All documentation must be signed by the same person with the same date.

The contract will be awarded to the lowest responsible qualified vendor meeting the minimum requirements of the bid specifications.

All-inclusive bid price with 1 year maintenance support	\$ _____
(Project milestones with costs)	
Software maintenance for 2 nd year	\$ _____
Software maintenance for 3 rd year	\$ _____
Total	\$ _____

Signature _____ Title _____ Date _____

**Office of the Chief Medical Examiner
Network and Workstation Equipment/Software List**

Workstations are IBM and Dell Optiplex desktop and IBM Laptop. All have the following minimum specifications:

- P4 2GHZ+ CPU
- 512 MB RAM
- 20 GB+ Hard Drive
- 100 BT Ethernet
- 17" ViewSonic CRT/LCD Monitors or larger
- 14" LCD or larger on laptop computers
- OS is MS Windows XP Professional on all workstations and laptops
- Email is GroupWise 6.5
- Desktop productivity is MS Office XP Professional
- Antivirus is Symantec Antivirus Corporate Edition

Network File Server Information:

Applications Server:

- HP ProLiant ML570 G3 Rack,
- Dual CPU 3.16 GHz/1 M
- 4 GB Ram
- RAID w/4x72.8GB HD
- MS Windows 2003 Server Standard
- RightFax Business Server Unlimited Users
- NetBackup Enterprise

Database Server

- HP ProLiant ML570 G3 Rack,
- Dual CPU 3.16 GHz/1 M
- 4 GB Ram
- RAID w/4x72.8GB HD
- MS Windows 2003 Server
- MS SQL Server 2000

Web Server

- Compaq ProLiant ML350
- Dual Xeon 2.8 GHZ
- 1 GB RAM
- RAID 72 GB RAID-5
- 200 GP Tape Backup HP Ultrium
- OS is MS Windows 2003 with IIS 6.0

General Network Information

OCME Charleston

- Switched 10/100 BT Ethernet LAN
- 3 MB Down/256K UP - Charter Cable modem WAN VPN connection with Cisco routing to DHHR-MIS headquarters location
- Firewall and Internet Filtering hosted at DHHR-MIS headquarters location

Office of the Chief Medical Examiner

BACKGROUND INFORMATION:

Operating Environment:

The Office of the Chief Medical Examiner (OCME) is mandated under Chapter 61 of the West Virginia code to investigate and certify all deaths that occur within the state of West Virginia that are the result of "violence, suspected violence, deaths due to accidental causes, deaths that occur during incarceration, deaths that are associated with conditions that pose a hazard to the public safety or health, and all unattended or unexplained deaths..." To this end, a state-of-the-art Medical Examiner Management System (MEMS) capable of providing timely, accurate, and secure operation with efficient and intuitive functionality in a shared network environment, is mandated.

The current networked database system, "Medical Examiner", is a legacy, locally developed database system that has limited functionality and serves only minimal case management needs (basically used only for case number cross-reference purposes). There is no technical support or assistance available for this system and many aspects of the system simply do not function or were never completed. This, and requirements to include and support all OCME functional areas, requires the purchase of a new MEMS system. The leveraging of existing infrastructure is vital to reduce costs and minimize training and support requirements. Information Technology (IT) support is available to OCME from the WV DHHR-Management Information Services (MIS) as needed. Technical assistance from the "Medical Examiner" database system developer will not be unavailable.

Computer/Network Access: All employees have access to computer network resources if only for Email and Intranet/Internet resources.

Location: The WV Office of the Chief Medical Examiner is located at 619 Virginia St. West, Charleston, West Virginia 25302 and has a staff of approximately 35 employees. The OCME website address is <http://www.wvdhhr.org/ocme/index.asp>. Normal operating hours are 8:00 AM – 5:00 PM EST, Monday thru Friday and are closed to the public on federal and WV state holidays.

The WV DHHR Office of Management Information Services (OMIS or MIS): This staff operates the West Virginia Department of Health and Human Resources (WVDHHR) network. Their website address is <http://www.wvdhhr.org/mis/>. The DHHR MIS is located at 350 Capitol St. Room 313, in downtown Charleston West Virginia (approximately 3 miles from the OCME).

**Office of the Chief Medical Examiner
Mandatory Requirements Common to All OCME Sections**

The successful vendor must moderate an onsite project commencement meeting at the Charleston, West Virginia OCME location to demonstrate their MEMS product, define MEMS stakeholders and their respective roles and responsibilities, and provide a tentative timeline for deployment and training. The attendees of this meeting will consist of approximately (10 -15) OCME and State staff members

1. Vendor must moderate monthly oversight committee meetings consisting of approximately (5) attendees until project completion. These meetings will be held in the Charleston, West Virginia OCME facility. A vendor representative is required to be onsite for the oversight committee meetings.
2. Vendor must conduct a minimum of one (1) interview and one (1) follow-up interview with staff from each OCME functional area/section and key OCME personnel to assess their MEMS requirements, identify required data elements, identify testing instruments and equipment capable of being integrated with the MEMS system, and determine data migration needs. The vendor must conduct first-round interviews after initial project commencement meeting and before completion of the requirements document. Subsequent interviews may be necessary after completion of the requirements document.
3. Vendor will be required to participate in an onsite system turn-over meeting with representatives of the Agency upon completed implementation of the system.
4. Vendor must develop a requirements document. This document must include the vendor's findings from interviews with key OCME personnel, suggested functional area/section migration order, and outline any and all procedures and resources necessary to accomplish MEMS implementation for each functional area/section. This document must be available for review and approval by the agency prior to start of implementation.
5. Vendor must provide a revised work plan document (project schedule) as described in this RFQ based on the requirements document referenced in this RFQ. This document must be available for review and approval by the Agency prior to the start of implementation.
6. Vendor must develop a system turnover plan, which must indicate the conditional criteria required to fully turn over the daily operation of the MEMS system to Agency technical staff. At a minimum, the turnover plan must include: the state of readiness required of the agency to assume operational control, the schedule for system turnover, all required documentation, any data conversion software and system documentation, agency staffing positions required to continue operation (i.e. DBA, DBM, System Manager, Programmer, etc.), and the required staffing levels for each position (i.e. full-time, part-time, etc.). This document must be available for review and approval by the agency prior to the system turn-over meeting.
7. The vendor must develop and provide a system and user administration plan. This document must be available for review and approval by the Agency prior to the system turn-over meeting.

8. The vendor must develop and provide a formal training plan. This document must be available for review and approval by the Agency prior to training.
9. The vendor must develop and provide a system fault tolerance and disaster recovery procedures. This document must be available for review and approval by the Agency prior to the system turn-over meeting.
10. The vendor must develop and provide a formal technical support plan. This document must be available for review and approval by the Agency prior to the system turn-over meeting or as OCME functional areas/sections are implemented.
11. The vendor will be required to submit to the Agency a monthly project status report outlining completion of the project milestones, identifying upcoming project tasks, updated information on project implementation, etc.
12. The vendor will be required to participate in a weekly project conference call/meeting.
13. The vendor, during onsite installation of the MEMS system, must provide a daily briefing to the Agency to identify needed project resources.
14. The Agency agrees to provide the following:
15. Assist the Vendor in identifying, retrieving and compiling information, data, and other essential programmatic data necessary for the services as outlined herein. The Agency shall use its best efforts to provide appropriate administrative support and guidance to the Vendor.
16. Arrange for meetings with appropriate Agency personnel for ongoing discussions and briefings with Vendor personnel as necessary and/or requested in order to meet the service requirements of this contract.
17. Use its best efforts to process for payment, in accordance with State law, Vendor's legitimate and uncontested invoice, for goods and services, which have been delivered and accepted. Contractual charges must be submitted in a State approved invoice format.
18. Provide to the Vendor copies of all current administrative regulations, policies and guidelines that are applicable to the performance of the Vendor's duties. At the Vendor's request, provide clarification regarding any State or Department regulations and procedures.
19. The Agency may identify the need for additional work activities within the scope of this contract, but not included in its initial implementation. The Agency must define such additional work requirements to the Vendor in writing. Agency acceptance of the work plan and pricing proposal must also be provided to the Vendor in writing following State Purchasing approval of appropriate contract amendments. In no instance shall any extra contractual work be commenced prior to State Purchasing approval of contract addendum.

AGREEMENT ADDENDUM

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

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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Signature

Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

Name

last name

first name

middle initial

Maiden/Other Names

(This should include other married names by which you have been known.)

Current Address

street/box#

city

state

NOTE: Your social security card must be presented for verification purposes.

Social Security #

_____-_____-_____
social security number

Date of Birth

____/____/____
month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District

Contact Person

Fax Number

Phone Number

FOR OPS USE ONLY

HHS Match Outcome

Positive

Negative

GSA Match Outcome

Positive

Negative

Initial

Date

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____